



St. Charles Parish

Meeting Agenda

Parish Council

Agenda

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
scpcouncil@st-charles.la.us
<http://www.stcharlesparish-la.gov>

Council Chairman Dennis Nuss
Councilmembers Carolyn K. Schexnaydre, Terry Authement,
Billy Raymond, Sr., Shelley M. Tastet, Wendy Benedetto,
Paul J. Hogan, Larry Cochran, Marcus M. Lambert

Monday, September 19, 2011	6:00 PM	Council Chambers, Courthouse
Final		

CALL TO ORDER

PRAYER

Daughters of the American Revolution State Historian Katherine Collins

PLEDGE

New Orleans Chapter Regent Sheila Curry,
Daughters of the American Revolution

APPROVAL OF MINUTES

Regular Meeting - September 6, 2011

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2011-0284 (9/6/2011)

Local Board of Review - 2011 Assessment - Regular Meeting, September 19, 2011, 6PM, Council Chambers, Courthouse

S.F. Properties, LLP, 501 Delta Drive, St. Rose, La.

Con-Way Transportation Service, 10397 Airline Highway, St. Rose, La.

Legislative History:

8/15/11 Assessor List Exposed

August 15 - 29, 2011 List Exposed for Tax Payer Inspection

8/30/11 Assessor Certified to Parish Council

9/6/11 Parish Council Announced

September 5 - 19, 2011, Parish Council Review Period

- 4 **2011-0297** (9/19/2011, St. Pierre)
Proclamation: "Constitution Week"
- 5 **2011-0298** (9/19/2011, Tastet)
Proclamation: Alligator Weekend in St. Charles Parish
In Recognition: Ms. Tanya Colee - "Ms. Alligator"
- 6 **2011-0299** (9/19/2011, Hogan)
Proclamation: "National Hunting and Fishing Day"
- 7 **2011-0308** (9/19/2011, St. Pierre)
Proclamation: Trash Bash Cleanup Day in St. Charles Parish

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- 2011-0309** (9/19/2011, St. Pierre)
Mr. Tommy Fauchaux and Mr. Steve Milligan, Dow St. Charles Operations - Presentation of a Check for funds to construct the new St. Charles Parish Emergency Operations Center
- 2010-0423** (9/19/2011)
Workforce Investment Act (WIA)
Legislative History:
12/6/10 Parish Council Deferred Pass
Discussion: to defer File No. 2010-0423 until after the first of the year
- 2011-0300** (9/19/2011, St. Pierre)
Parish President Remarks/Report

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Monday, October 3, 2011, 6:00 pm, Council Chambers, Courthouse, Hahnville

- 8 **2011-0303** (9/19/2011, Nuss)
An ordinance to amend the Code of Ordinances by adding Feral Cat and Feral Dog to Chapter 4, Animals and Fowl, Article I. In General, Sec. 4-1. Definitions, and Sec. 4-10 Keeping of animals not considered pets and keeping of exotic animals.
Legislative History:
9/19/11 Council Member(s) Introduced

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

- 9 **2011-0295** (9/6/2011, St. Pierre, Lambert)
An ordinance to approve and authorize the execution of a Department of the Army Easement for the Recreational Fishing Jetty at Lake Pontchartrain and the east guide levee of the Bonnet Carre' Spillway (DACW29-2-10-176) in Norco.
Legislative History:
9/6/11 Parish President Introduced
9/6/11 Parish Council Publish/Scheduled PH

- 36 **2011-0296** (9/6/2011, St. Pierre, Department of Public Works)
 An ordinance to approve and authorize the execution of a contract with Cycle Construction Company, LLC for Project P081102-3 - Dunleith Canal Stabilization Phase 2 in the amount of \$1,418,440.00.

Legislative History...

9/6/11	Parish President	Introduced
9/6/11	Parish Council	Publish/Scheduled PH

PERSONS TO ADDRESS THE COUNCIL

- 46 **2011-0304** (9/19/2011)
 Mr. Joseph Beal: Raw sewerage in back yard from unknown source; running over into my drainage canals

RESOLUTIONS

- 47 **2011-0305** (9/19/2011, St. Pierre, Chief Administrative Officer)
 A resolution authorizing the State Mineral Board to advertise for bids and execute oil, gas and mineral lease on certain tracts of land on behalf of St. Charles Parish.
- 51 **2011-0306** (9/19/2011, St. Pierre, Grants Office)
 A resolution to ratify the changes to the original Agreement between the State of Louisiana Department of Transportation and Development (DOTD) and St. Charles Parish (Resolution No. 5838) for funding of the St. Charles Parish Beautification and Parish Boundary Signage project, State Project No. H.009115, Federal Aid Project No. H.009115.

Legislative History...

9/19/11	Parish President	Introduced
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- 63 **2011-0307** (9/19/2011, St. Pierre, Tastet, Grants Office)
 A resolution requesting that the Willowridge Pump Station be considered for eligibility as a flood control/drainage project under the provisions of Act 351 of the 1982 Regular Session of the Louisiana Legislature.

Legislative History...

9/19/11	Parish President	Introduced
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APPOINTMENTS

- 64 **2011-0272** (8/22/2011)
 A resolution to appoint a member to the Industrial Development Board.
 Council will confirm nomination to fill the vacancy created by the expiration of the term of Mr. Timothy J. Vial. Six (6) year term to begin October 1, 2011 and expire October 1, 2017.
 Nominee: Mr. Timothy J. Vial

Legislative History...

10/17/05	Parish Council	Enacted Legislation
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Mr. Timothy J. Vial appointed to the Industrial Development Board on October 17, 2005, per Resolution No. 5298
 Term: October 1, 2005 - October 1, 2011

8/22/11	Parish Council	Vacancy Announced
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9/6/11 Parish Council Nomination(s) Accepted

Nominee:
Councilman Raymond nominated Mr. Timothy J. Vial

9/6/11 Parish Council Close Nomination(s) for Pass

68 2011-0273 (8/22/2011)

A resolution to appoint a member to the Industrial Development Board.
Council will confirm nomination to fill the vacancy created by the expiration of the term of Ms. Lorrie Toups. Six (6) year term to begin October 1, 2011 and expire October 1, 2017.
Nominee: Mr. Grant M. Dussom

Legislative History

10/17/05 Parish Council Enacted Legislation

Ms. Lorrie Toups appointed to the Industrial Development Board on October 17, 2005, per Resolution No. 5299
Term: October 1, 2005 - October 1, 2011

8/22/11 Parish Council Vacancy Announced

9/6/11 Parish Council Nomination(s) Accepted

Nominee:
Councilman Cochran nominated Mr. Grant Dussom

9/6/11 Parish Council Close Nomination(s) for Pass

72 2011-0301 (9/19/2011)

Accept resignation of Ms. Ingrid G. Adams - St. Charles Parish Communications District

Legislative History

8/9/10 Parish Council Enacted Legislation

Ms. Ingrid G. Adams appointed to the St. Charles Parish Communications District as the Parish President's Representative on August 9, 2010, per Resolution No. 5765
Term: August 19, 2010 - August 19, 2014

8/22/11 Board Member Resigned

Correspondence received from Ms. Ingrid G. Adams notifying the Parish Council of her resignation.

73 2011-0302 (9/19/2011)

A resolution to appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish President's Office.

Council will confirm nomination of Mrs. Yvonne B. Gaspard by the Parish President. Unexpired term to begin Immediately and expire August 19, 2014.

Legislative History

8/9/10 Parish Council Enacted Legislation

Ms. Ingrid G. Adams appointed to the St. Charles Parish Communications District as the Parish President's Representative on August 9, 2010, per Resolution No. 5765
Term: August 19, 2010 - August 19, 2014

9/8/11 Parish Council Correspondence Received

from President V.J. St. Pierre, Jr., advising that Mrs. Yvonne B. Gaspard will be representing the Parish President's Office to fill the unexpired term of Ms. Ingrid G. Adams.

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.**MEETINGS**

CIVIL SERVICE BOARD: Wednesday, 9/21/11, 6:30PM, Council Chambers

HOUSING AUTHORITY: Tuesday, 9/27/11, 6PM, Council Chambers

HOSPITAL BOARD: Wednesday, 9/28/11, 9AM, Council Chambers

COASTAL ZONE ADVISORY BOARD: Thursday, 9/29/11, 6:30PM, Council Chambers

ANNOUNCEMENTS

Public Hearings to consider the Proposed 2012 Capital and Consolidated Operating Budget:

Tuesday, October 25, 2011, 8AM

Thursday, October 27, 2011, 6PM

Wednesday, November 2, 2011, 6PM

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

ST. CHARLES PARISH

LOCAL BOARD OF REVIEW

2011 ASSESSMENT LISTS

CALENDAR*

JULY 28 & AUGUST 4	Notice of exposure of Assessment Lists published by the Assessor
AUGUST 15 – 29	Lists exposed daily by the Assessor (15-day period) for inspection by the taxpayers and other interested persons
SEPTEMBER 1 & SEPTEMBER 8	Notice of Local Board of Review public hearings (Council) published by the Assessor
SEPTEMBER 1	The lists as changed by the Assessor shall be certified to the Council, acting as a Board of Review
SEPTEMBER 12	Taxpayer appeal deadline – 4:00 PM
SEPTEMBER 5 - 19	Council, acting as a Board of Review, shall consider the written or oral complaint of any person desiring to be heard who has timely filed the report(s) by Acts 702 and 705 of the 1976 Regular Session of the Louisiana Legislature and may make a determination to increase or decrease the assessment made by the Assessor in accordance with the fair market value or use value determined by the Board. On the 10th day after the commencement of public hearings, the assessment lists, together with any changes in connection therewith, shall be certified and sent to the Tax Commission within 3 days.
SEPTEMBER 19	Board of Review 6:00 PM
SEPTEMBER 22	Assessment lists shall be certified and sent to the Tax Commission.

WRITTEN OR ORAL PROTESTS MUST BE RECEIVED BY THE PARISH COUNCIL OFFICE PRIOR TO SEPTEMBER 19, 2011. (September 13, 2011 - 4:00 pm)

* In accordance with Rules and Regulations established by the Louisiana Tax Commission

BOARD OF REVIEW

AS ADVERTISED IN THE OFFICIAL JOURNAL, THE ASSESSMENT ROLLS HAVE BEEN EXPOSED DAILY FOR INSPECTION BY THE TAXPAYERS AND OTHER INTERESTED PERSONS FOR A PERIOD OF FIFTEEN CALENDAR DAYS.

DURING THIS PERIOD, THE COUNCIL HAS BEEN ACTING AS THE BOARD OF REVIEW TO RECEIVE ANY WRITTEN OR ORAL COMPLAINTS FROM TAXPAYERS DESIRING TO PROTEST THEIR ASSESSMENT.

(IF CHANGES ARE NOT MADE TO THE ASSESSMENTS, THE COUNCIL CHAIRMAN SHOULD ADVISE THAT THE LOUISIANA TAX COMMISSION SHALL BE NOTIFIED THAT THE ASSESSMENT LISTS ARE HEREBY CERTIFIED.)

Clyde "Rock" Gisclair, Assessor

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Parish of St. Charles • P.O. Box 303 • Hahnville, LA 70057 • (985) 783-6281 • (504) 467-5982

AUGUST 30, 2011

ST. CHARLES PARISH COUNCIL
P.O. BOX 302
HAHNVILLE, LA 70057



PURSUANT TO ACT 383 OF 1977, THIS IS TO ADVISE YOU THAT I HAVE PREPARED AND MADE UP THE LIST SHOWING THE ASSESSMENT OF REAL AND PERSONAL PROPERTY IN AND FOR ST. CHARLES PARISH AND THAT SAID LIST WAS EXPOSED DAILY FOR A PERIOD OF FIFTEEN (15) DAYS, WHICH BEGAN AUGUST 15, 2011 AND ENDED AUGUST 29, 2011.

NOTICE OF EXPOSURE WAS PUBLISHED IN THE ST. CHARLES HERALD-GUIDE IN THE JULY 28, 2011 AND AUGUST 4, 2011 ISSUES.

NOW THAT THE EXPOSURE PERIOD IS OVER, I HEREBY CERTIFY THE ASSESSMENT LIST OF ST. CHARLES PARISH FOR THE YEAR 2011 TO YOU AS THE BOARD OF REVIEW.

THE PERIOD OF FIFTEEN (15) DAYS BEGINNING SEPTEMBER 5, 2011 AND ENDING SEPTEMBER 19, 2011 HAS BEEN SET UP FOR THE BOARD OF REVIEW TO RECEIVE ANY WRITTEN OR ORAL COMPLAINTS FROM TAXPAYERS WISHING TO PROTEST THEIR ASSESSMENT.

VERY TRULY YOURS,

A handwritten signature in cursive script, appearing to read "Clyde A. Gisclair".

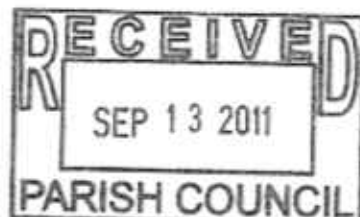
CLYDE A. GISCLAIR, ASSESSOR
ST. CHARLES PARISH

ORIGINAL OF THIS LETTER RECEIVED BY:

A handwritten signature in cursive script, appearing to read "Barbara J. Turner".

DATE:

8/30/11



Form 3101
Exhibit A
Appeal to Board of Review
by Taxpayer
For Real and Personal Property

Name: S. F. Properties LLP Parish/District: St. Charles Parish
Taxpayer
Address: 2395 Midway Rd MS 240 City, State, Zip: Correllton, TX, 75006
Ward: _____ Assessment/Tax Bill Number: 5518000004B

Address or Legal Description of Property Being Appealed (Also, please identify building by place of business for convenience of appraisal)

501 Delta Drive St. Rose, LA, 70087

I hereby request the review of the assessment of the above described property pursuant to L.R.S. 47:1992. I timely filed my reports (if personal property) as required by law, and I have reviewed my assessment with my assessor.

The assessor has determined Fair Market Value of this property at:

Land \$ 252,170 Improvement \$ 1,460,547 Personal Property* \$ _____ Total \$ 1,712,717

I am requesting that the Fair Market Value of this property be fixed at:

Land \$ 252,170 Improvement \$ 1,167,827 Personal Property* \$ _____ Total \$ 1,419,997

* If you are not appealing personal property, leave this section blank.

I understand that property is assessed at a percentage of fair market value which means the price for the property which would be agreed upon between a willing and informed buyer and a willing and informed seller under usual and ordinary circumstances, the highest price the property would bring on the open market if exposed for sale for a reasonable time. I understand that I must provide the Board of Review with evidence of fair market value to support my claim.

Please notify me of the date, place and time of my appeal at the address shown below.

NOTE: If appellant disputes Board of Review's decision, appellant may appeal to La. Tax Commission by completing and submitting Appeal Form 3103.A to LTC within 10 days of postal date of BOR's written determination. For further information, call

Ethan Horn - Thomson Reuters
Appellant (Taxpayer/Taxpayer's Rep./Assessor)
Address: 2395 Midway Rd MS 240
Correllton, TX, 75006
Telephone No.: (512) 415-0972

New Orleans DC **Valuation Analysis**

Location:

501 Delta Drive

Assessor:

St Charles Parish

Tax Parcel Number:

5-518-000-0-004B

Prepared by:



THOMSON REUTERS

As of

January 1, 2011

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

County	St Charles Parish
Tax Year	January 1, 2011
Owner Name	Kellogg Company
Company Name	Kellogg Company
Property Name	New Orleans DC
Location	501 Delta Drive
Property Type	Warehouse
Industrial Submarket	0
Site Size (Acres) (SF)	0
Construction Type	Concrete Tiltwall
NLA (SF)	33,170
Year of Construction	1992
Office Space (%)	8%
Land to Building Ratio	0.00 :1
Clear Height (Feet)	
Tax Account Parcel Number(s)	5-518-000-0-004B
2010 Assessed Value	\$1,712,717
2010 Assessed Value/SF NLA	\$51.63
2011 Initial Assessed Value	\$1,712,717
2011 Initial Assessed Value/SF NLA	\$51.63

MARKET VALUE SUMMARY

2011 Income Approach Value	\$1,452,846
2011 Sales Comparison Approach Value	N/A
2011 Equalization Matrix	N/A
2011 Taxpayer's Market Value Estimate	\$1,450,000
2011 Taxpayer's Market Value/SF NLA	\$43.71

2011 INCOME CAPITALIZATION APPROACH

New Orleans DC
501 Delta Drive

						PROFORMA ASSUMPTIONS				
Space Type	Square Feet	% Office	%Total	NET Rent Rate	Proforma Exp. % Passed Through	GROSS Rent Rate	Actual Vacancy	Proforma Stabilized Vacancy	Proforma Expense \$/SF	
Warehouse	33,170	8%	100%	\$ 5.40	90%	\$ 7.20	0%	10%	\$2.00	
0			0%		0%	\$ -				
Total or Wt. Avg	33,170	8%	100%	\$ 5.40	90%	\$ 7.20	0%	10%	\$ 2.00	

	PROFORMA			ACTUAL		
Potential Base Rent	\$179,118	\$5.40	75%			#DIV/0!
Plus: Expense Pass-Through	\$59,706	1.80	25%			#DIV/0!
Plus: Other Income	\$0	\$0.00	0%			#DIV/0!
Gross Potential Rent	\$238,824	\$7.20	100%	\$0		100%
Less: Vacancy 10%	\$23,882	\$0.72		\$0	0%	
Effective Gross Income (EGI)	\$214,942	\$6.48	100%	\$0	\$0.00	100%
Operating Expenses	\$66,340	\$2.00	31%		\$0.00	#DIV/0!
Less: Replacement Reserve	\$3,317	\$0.10	2%			#DIV/0!
NOI after reserves	\$145,285	\$4.38	66%	\$0	\$0.00	#DIV/0!
Overall Rate	10.00%					
Value Indication	\$1,452,846	\$43.80				
Less: Deferred Maintenance	\$0	\$0.00				
Less: PV Lease Up Cost	\$0	\$0.00				
Equals: Net Value	\$1,452,846	\$43.80				
Plus: Excess Land Value	\$0	\$0.00				
2011 Income Approach Value	\$1,452,846	\$43.80				

Marshall & Swift - SwiftEstimator
Commercial Estimator - Summary Report

General Information

Estimate ID:	New Orleans DC	Date Created:	8-11-2011
Property Owner:	S.F PROPERTIES LLP	Date Updated:	
Property Address:	501 Delta Drive St. Rose, LA 70047	Date Calculated:	08-11-2011
Local Multiplier:		Cost Data As Of:	08-2011
Architects Fee:		Report Date:	using default

Section 1

Area	33130	Overall Depreciation %
Stories in Section	1	Physical Depreciation %
Stories in Building		Functional Depreciation %
Shape	rectangular	External Depreciation %
Perimeter	(auto-calc)	
Effective Age	19	

Occupancy Detail

Occupancy	%	Class	Height	Quality
407 Distribution Warehouse	100	C	24	2.0
Occupancy Total Percentage	100			

System : Land and Site

	%/Units	Quality	Depr %	Other
61 Land and Site : Land	252170	Occ.		

Calculation Information (All Sections)

	Units	Unit Cost	Total Cost New	Less Depreciation	Total Cost Depreciated
Basic Structure					
Base Cost	33,130	32.01	1,060,491	222,703	837,788
Exterior Walls	33,130	11.42	378,345	79,452	298,893
Heating & Cooling	33,130	1.19	39,425	8,279	31,146
Basic Structure Cost	33,130	44.62	1,478,261	310,434	1,167,827
Less Depreciation					
Physical & Functional	21.0%			310,434	1,167,827
Depreciated Cost	33,130	35.25		310,434	1,167,827
Miscellaneous					
Land			252,170		252,170
Total Cost	33,130	52.23	1,730,431	310,434	1,419,997



Form 3101
Exhibit A
Appeal to Board of Review
by Taxpayer
For Real and Personal Property

Name Con-Way Transportation Service Parish/District: St. Charles Parish
 Address: 2395 Midway Rd MS 240 City, State, Zip: Covington, TX, 75006
 Ward: _____ Assessment/Tax Bill Number: 55180000 Fp -2
 Address or Legal Description of Property Being Appealed (Also, please identify building by place of business for convenience of appraisal) 10397 Airline Hwy
St. Rose, LA, 70087

I hereby request the review of the assessment of the above described property pursuant to L.R.S. 47:1992. I timely filed my reports (if personal property) as required by law, and I have reviewed my assessment with my assessor.

The assessor has determined Fair Market Value of this property at:

Land \$ 2,020,960 Improvement \$ 1,893,207 Personal Property* \$ _____ Total \$ 3,914,167

I am requesting that the Fair Market Value of this property be fixed at:

Land \$ 2,020,960 Improvement \$ 1,155,957 Personal Property* \$ _____ Total \$ 3,176,917

* If you are not appealing personal property, leave this section blank.

I understand that property is assessed at a percentage of fair market value which means the price for the property which would be agreed upon between a willing and informed buyer and a willing and informed seller under usual and ordinary circumstances, the highest price the property would bring on the open market if exposed for sale for a reasonable time. I understand that I must provide the Board of Review with evidence of fair market value to support my claim.

Please notify me of the date, place and time of my appeal at the address shown below.

NOTE: If appellant disputes Board of Review's decision, appellant may appeal to La. Tax Commission by completing and submitting Appeal Form 3103.A to LTC within 10 days of postal date of BOR's written determination. For further information, call

Ethan Horn - Thomson Reuters
 Appellant (Taxpayer/Taxpayer's Rep./Assessor)
 Address: 2395 Midway Rd MS 240
Covington, TX, 75006
 Telephone No.: (512) 415-0972

Marshall & Swift - SwiftEstimator
Commercial Estimator - Summary Report

General Information

Estimate ID:	LNO - New Orleans	Date Created:	08-09-2011
Property Owner:	Con-Way Inc.	Date Updated:	08-16-2011
Property Address:	10397 Airline Hwy. St. Rose, LA 70087	Date Calculated:	09-09-2011
Local Multiplier:		Cost Data As Of:	09-2011
Architects Fee:		Report Date:	using default

Truck Terminal

Area	24420	Overall Depreciation %
Stories in Section	1	Physical Depreciation %
Stories in Building		Functional Depreciation %
Shape	rectangular	External Depreciation %
Perimeter	(auto-calc)	
Effective Age	10	

Occupancy Detail

Occupancy	%	Class	Height	Quality
387 Transit Warehouse	100	S	18	2.0
Occupancy Total Percentage	100			

System : Land and Site

	%/Units	Quality	Depr %	Other
61 Land and Site : Land	2020960	Occ.		
7001 Land and Site : Paving, Asphalt	50000	Occ.		

Calculation Information (All Sections)

	Units	Unit Cost	Total Cost New	Less Depreciation	Total Cost Depreciated
Basic Structure					
Base Cost	24,420	40.49	988,766	108,764	880,002
Exterior Walls	24,420	7.43	181,441	19,959	161,482
Heating & Cooling	24,420	1.08	26,374	2,901	23,473
Basic Structure Cost	24,420	49.00	1,196,581	131,624	1,064,957
Less Depreciation					
Physical & Functional	11.0%			131,624	1,064,957
Depreciated Cost	24,420	43.61		131,624	1,064,957
Miscellaneous					
Land			2,020,960		2,020,960

Paving, Asphalt	50,000	1.82	91,000		91,000
Total Cost	24,420	135.48	3,308,541	131,624	3,176,917

This SwiftEstimator report has been produced utilizing current cost data and is in compliance with the Marshall & Swift Licensed User Certificate. This report authenticates the user as a current Marshall & Swift user.



2011-0297

PROCLAMATION

WHEREAS, *Our Founding Fathers, in order to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America; and,*

WHEREAS, *The Constitution of the United States, the guardian of our liberties, is a product of reflection and choice, embodying the principles of limited government in a Republic dedicated to rule by law, not by man; and,*

WHEREAS, *September 17, 2011, marks the Two Hundred Twenty-Fourth (224th) Anniversary of the signing of the Constitution of the United States of America by the Constitutional Convention in 1787; and provides an historic opportunity for all Americans to learn about and realize the achievements of the Framers of the Constitution, and the rights, privileges, and responsibilities it affords; and,*

WHEREAS, *it is the privilege and duty of all Americans to commemorate this two hundred twenty-fourth anniversary with appropriate ceremonies and accord official recognition to this memorable anniversary, and to the patriotic exercises that will commemorate the occasion; and,*

WHEREAS, *Public Law No. 915 guarantees the issuance of a proclamation by the President of the United States of America, designating September 17th through September 23rd of each year as CONSTITUTION WEEK.*

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY proclaim the week of September 17 – 23, 2011 as

"CONSTITUTION WEEK"

in St. Charles Parish.

BE IT FURTHER RESOLVED THAT, WE, THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, *do hereby urge all citizens to study the Constitution, to commend the six New Orleans District IV Chapters of the **NATIONAL SOCIETY-DAUGHTERS OF THE AMERICAN REVOLUTION**; Chapters: Bayou Lafourche, Francois Delery, New Orleans, Spirit of '76, Vieux Carre, and Oliver Pollock Chapter for their patriotic programs commemorating the occasion; and, to express gratitude for the privilege of American citizenship in our Republic functioning under that superb body of laws, **THE CONSTITUTION OF THE UNITED STATES.***

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

TERRY AUTHEMENT
COUNCILMAN AT LARGE, DIV. B

PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV

BILLY RAYMOND, SR.
COUNCILMAN, DISTRICT I

LARRY COCHRAN
COUNCILMAN, DISTRICT V

SHELLEY M. TASTET
COUNCILMAN, DISTRICT II

MARCUS M. LAMBERT
COUNCILMAN, DISTRICT VI

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

DENNIS NUSS
COUNCILMAN, DISTRICT VII

Daughters of the American Revolution 2011 PCL.doc

2011-0298

P R O C L A M A T I O N

WHEREAS, the St. Charles Rotary Club will sponsor its Thirty-Second Annual "Alligator Festival" September 22, 23, 24, and 25, 2011; and,

WHEREAS, the festival has grown in popularity every year and continues to attract people to St. Charles Parish to enjoy a weekend of delicious food; and,

WHEREAS, the festival helps to publicize the economic and nutritious aspects of the alligator; and,

WHEREAS, proceeds from this festival benefit scholarship funds awarded to area high school students.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM **SEPTEMBER 22, 23, 24, AND 25, 2011, AS**

"ALLIGATOR WEEKEND IN ST. CHARLES PARISH"

AND ENCOURAGE ALL CITIZENS IN THE PARISH TO ATTEND THE FESTIVAL AT THE ST. CHARLES PARISH WEST BANK BRIDGE PARK; AND,

BE IT FURTHER RESOLVED, THAT WE, THE MEMBERS OF THE PARISH COUNCIL AND THE PARISH PRESIDENT, ON BEHALF OF THE MEMBERS OF THE ST. CHARLES ROTARY CLUB, DO HEREBY PROCLAIM ROTARY CLUB PRESIDENT **TANYA COLEE AS**

"MS. ALLIGATOR"

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

TERRY AUTHEMENT
COUNCILMAN AT LARGE, DIV. B

PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV

BILLY RAYMOND, SR.
COUNCILMAN, DISTRICT I

LARRY COCHRAN
COUNCILMAN, DISTRICT V

SHELLEY M. TASTET
COUNCILMAN, DISTRICT II

MARCUS M. LAMBERT
COUNCILMAN, DISTRICT VI

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

DENNIS NUSS
COUNCILMAN, DISTRICT VII

ALLIGATR2011.PCL.doc

2011-0299

PROCLAMATION

WHEREAS, since 1972, National Hunting and Fishing Day has recognized the vital role sportsmen play in conserving this Nation's fish and wildlife resources; and,

WHEREAS, because of the outstanding contributions that America's hunters and anglers have made to conservation, recreation, and the economy, they are deserving of special recognition; and,

WHEREAS, since the turn of the 20th century, hunters and anglers have been the leader in nearly all major conservation programs and these sportsmen-conservationists are responsible for the founding of the State Fish and Game Departments to all 50 states asking that they themselves be required to buy licenses and that the money collected be used to support state conservation agencies; and,

WHEREAS, these sportsman-financed programs have led to the dramatic comeback of many species that appeared to be headed for extinction at the turn of the century. The populations of white-tailed deer, elk, antelope and wild turkey, for example, are now restored to the healthy and abundant numbers they once enjoyed; and,

WHEREAS, we would like to take this opportunity to commend hunters and anglers for their efforts on behalf of wildlife and for their contributions to conservation.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SEPTEMBER 24, 2011 AS

"NATIONAL HUNTING AND FISHING DAY"

IN ST. CHARLES PARISH AND URGE ALL CITIZENS TO JOIN WITH SPORTSMEN-CONSERVATIONIST IN THEIR EFFORTS TO ENSURE THE WISE USE AND PROPER MANAGEMENT OF OUR NATURAL RESOURCES TO BENEFIT FUTURE GENERATIONS.

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

TERRY AUTHEMENT
COUNCILMAN AT LARGE, DIV. B

PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV

BILLY RAYMOND, SR.
COUNCILMAN, DISTRICT I

LARRY COCHRAN
COUNCILMAN, DISTRICT V

SHELLEY M. TASTET
COUNCILMAN, DISTRICT II

MARCUS M. LAMBERT
COUNCILMAN, DISTRICT VI

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

DENNIS NUSS
COUNCILMAN, DISTRICT VII

National Hunting & Fishing Day 2011.prcl.doc

2011-0308

PROCLAMATION

WHEREAS, *St. Charles Parish has long been recognized for its natural and rural beauty; and,*

WHEREAS, *Parish Leaders share a strong desire with residents to protect our environment, beginning at home; and,*

WHEREAS, *one of the eight parish goals is to promote a parish that is safe, environmentally conscious, and provides culture and aesthetic enjoyments; and,*

WHEREAS, *our vision is to create a parish that is clean, attractive, and communicates pride in the community; and,*

WHEREAS, *litter is a detriment to the quality of life we enjoy in St. Charles Parish; and,*

WHEREAS, *many residents are interested in recycling and want to participate in order to reduce the amount of trash being brought to parish landfills; and,*

WHEREAS, *we realize the need to come together to beautify our streets and byways in an effort to create our ideal community; and,*

WHEREAS, *volunteers will come together to pick up and dispose of trash along parish and state highways, servitudes, and right-of-ways.*

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, *do hereby declare Saturday, October 8, 2011, as*

TRASH BASH CLEANUP DAY IN ST. CHARLES PARISH

BE IT FURTHER RESOLVED, *that the public is invited to help clean up St. Charles Parish beginning at 8:00 a.m. until noon. Residents are urged to join in by volunteering at www.scptrashbash.org or call (985) 764-1207.*

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

TERRY AUTHEMENT
COUNCILMAN AT LARGE, DIV. B

PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV

BILLY RAYMOND, SR.
COUNCILMAN, DISTRICT I

LARRY COCHRAN
COUNCILMAN, DISTRICT V

SHELLEY M. TASTET
COUNCILMAN, DISTRICT II

MARCUS M. LAMBERT
COUNCILMAN, DISTRICT VI

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

DENNIS NUSS
COUNCILMAN, DISTRICT VII

Trash Bash 10-8-2011.pcl.doc

2011-0303

INTRODUCED BY: DENNIS NUSS, COUNCILMAN, DISTRICT VII
ORDINANCE NO. _____

An ordinance to amend the Code of Ordinances by adding Feral Cat and Feral Dog to Chapter 4, Animals and Fowl, Article I. In General, Sec. 4-1. Definitions, and Sec. 4-10 Keeping of animals not considered pets and keeping of exotic animals.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Chapter 4, Animals and Fowl, Article 1 In General, Sect. 4-1 Definitions, and Sec. 4-10 Keeping of animals not considered pets and keeping of exotic animals is hereby amended by adding the following:

Sec 4-1 Definitions

Feral Cat: Any cat born outside, lives outside, and is undomesticated or wild. It runs from you, hisses at all who approach and keeps its distance. This cat lives outside and forges its own way, it is neither neutered nor spayed and multiplies rapidly.

Feral Dog: It is the offspring of a domestic dog (strays) that have been abandoned. They live on the edge of human society, scavenging for food, finding shelter where they can, mating and raising completely un-socialized feral puppies. These dogs are completely unpredictable.

Sec. 4-10 Keeping of animals not considered pets and keeping of exotic animals.

(f) Feral Cat and Feral Dog

(1) Any cat or dog that is determined by the Animal Control Officer to be a feral animal. These animals will be kept for three (3) days of observation before being euthanized. Feral animals are considered wild animals, unsociable, unpredictable, and unadoptable.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2011 to become effective five (5) days after publication in the Official Journal.

Amend Code - Chapter 4 - Section 4-1 & 4-10 Feral

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2011-0295

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
MARCUS M. LAMBERT, COUNCILMAN, DISTRICT VI**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Department of the Army Easement for the Recreational Fishing Jetty at Lake Pontchartrain and the east guide levee of the Bonnet Carre' Spillway (DACW29-2-10-176) in Norco.

WHEREAS, the Parish has constructed and maintained a recreational fishing jetty at Lake Pontchartrain and the east guide levee of the Bonnet Carre' Spillway, as a facility of its Department of Parks & Recreation; and,

WHEREAS, the Department of the Army, New Orleans District, Corps of Engineers approved License No. DACW29-3-94-73 to accommodate the project, which was renewed by No. DACW29-2-00-01, Ordinance No. 99-12-23 adopted by the St. Charles Parish Council on December 20, 1999, which has now expired; and,

WHEREAS, it is the desire of the Parish Council to approve a new twenty five year easement for said recreation project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Department of the Army Easement For Fishing Jetty Located on Bonnet Carre Spillway Project Tract No. 134, Section 39 Township 11 South, Range 8 East, St. Charles Parish, Louisiana, No. DACW29-2-10-176 by and between the Secretary of the Army and the St. Charles Parish Council for the above referenced recreation facility of the St. Charles Parish Department of Parks & Recreation is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said License on behalf of the St. Charles Parish Council and the Department of Parks & Recreation, a duly created Department of Parish Government in accordance with the St. Charles Parish Home Rule Charter.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

Bonnet Carre' Fishing Jetty DACW29-2-00-01

CHAIRMAN : _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED : _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

**DEPARTMENT OF THE ARMY
EASEMENT FOR FISHING JETTY
LOCATED ON
BONNET CARRE SPILLWAY PROJECT
TRACT NO. 134, SECTION 39
TOWNSHIP 11 SOUTH, RANGE 8 EAST
ST. CHARLES PARISH, LOUISIANA**

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to, St. Charles Parish Council hereinafter referred to as the grantee, an easement to have and maintain a fishing jetty, along the Bonnet Carre Spillway, St. Charles Parish, Louisiana, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit A, hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is granted for a term of 25 years, beginning **December 1, 2009**, and ending **December 31 2034**.

2. CONSIDERATION

The consideration of this easement shall be the operation and maintenance of a fishing jetty for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to St. Charles Parish Council, P.O. Box 302, Hahnville, Louisiana 70057, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, P.O. Box 60267, New Orleans, Louisiana 70160-0267, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, New Orleans District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. RIGHT TO CONNECT

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of the right-of-way herein granted.

12. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on Supervision by the District Engineer, New Orleans District, and Right to Enter above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

13. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

14. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

16. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit C. Upon expiration, revocation or termination of this easement, another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on **RESTORATION**.

17. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

18. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby given assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended ((29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

19. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

20. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local laws in connection with use of the premises.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this _____ day of _____, 2011.

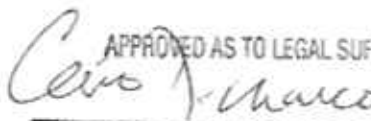
Witness

Printed Name

Linda C. LaBure
Chief, Real Estate Division
U.S. Army Corps of Engineers
New Orleans District

Witness

Printed Name



APPROVED AS TO LEGAL SUFFICIENCY
CERIO DI MARCO
ATTORNEY ADVISOR
U.S. Army Engineer District
New Orleans

THIS EASEMENT is also executed by the grantee this _____ day of _____, 2011.

ST. CHARLES PARISH COUNCIL

Witness

Printed Named

By: _____

Title _____

Witness

Printed Name

NOTARY PUBLIC (Sign)

NOTARY PUBLIC (Print)

STATE OF LOUISIANA

PARISH OF ST. CHARLES

MY COMMISSION EXPIRES: _____

NOTARY I.D. OR BAR ASSN. NUMBER _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer of the St. Charles Parish Council (SCPC), that the SCPC is a legally constituted public body with full authority and legal capability to adhere and comply with the terms and conditions for Easement No. DACW29-2-10-176, and subsequent amendments thereto, for a fishing jetty, in connection with the Bonnet Carre Spillway Project, and that the person who executed Easement No. DACW29-2-10-176 on behalf of the SCPC has acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certificate of authority on this _____ day of _____, 2011.

Signed: _____

Printed name: _____

Title: _____

Sworn to and
subscribed before me,
Notary Public,
This _____ day of _____ 2011.

Notary Public (sign)

Notary Public (Print)

State of Louisiana
Parish of St. Charles
My Commission Expires: _____
Notary I.D. or Bar Assn Number _____

ACKNOWLEDGEMENT OF WITNESS FOR EASEMENT NO. DACW29-2-10-176

BEFORE ME, the undersigned authority, this day personally came and appeared the undersigned person, duly sworn, who did depose and state that she executed the foregoing easement agreement as subscribing witness thereto, and that the easement agreement was signed and executed by LINDA C. LABURE, and that she knows LINDA C. LABURE to be the identical person who executed the same and saw LINDA C. LABURE sign her name in her capacity as Chief, Real Estate Division, CEMVN, on behalf of the United States, as the voluntary act and deed of the United States, and for the purposes and considerations therein expressed, in her presence and in the presence of the other subscribing witness.

Signed: _____ (Appearer)

Printed Name: _____

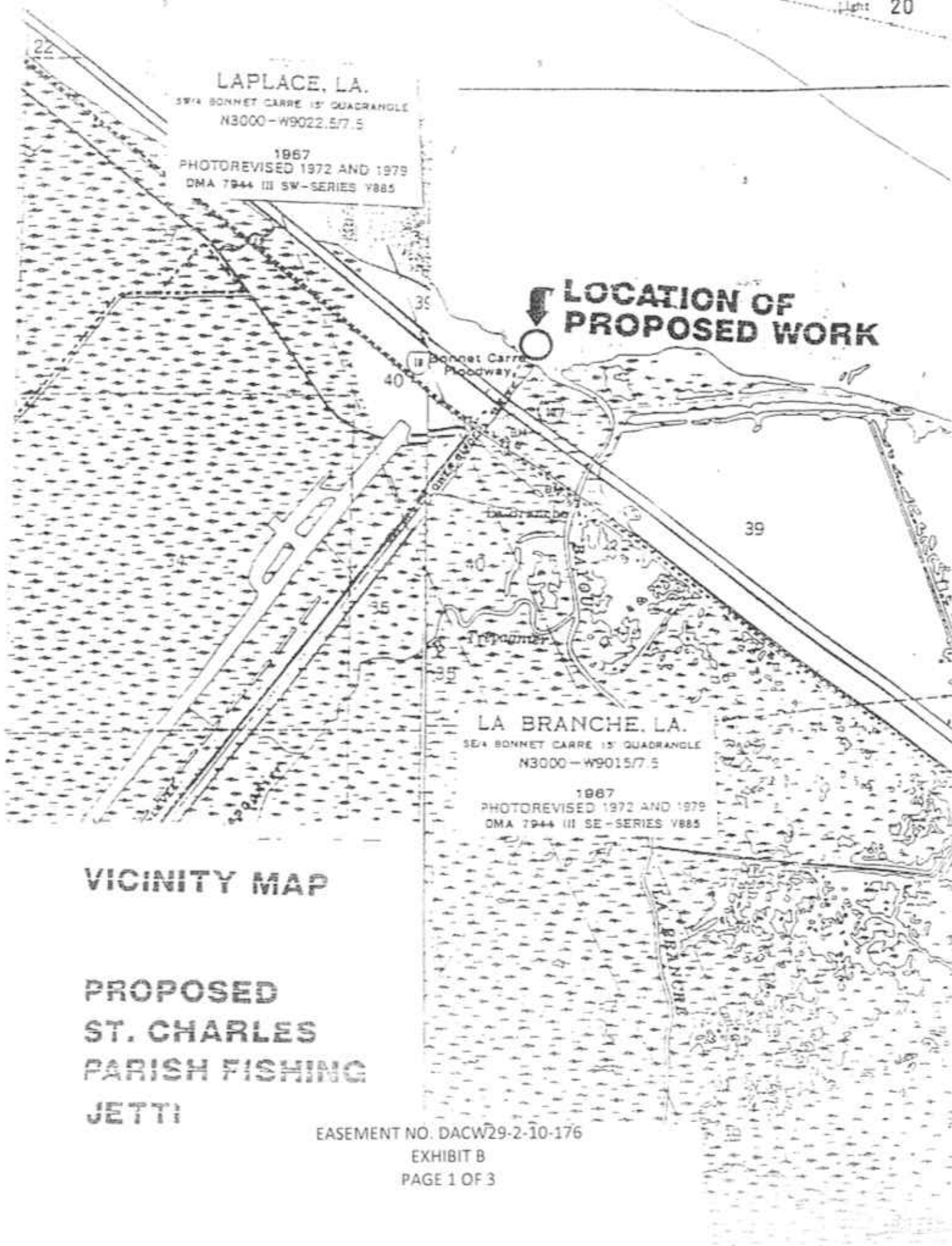
SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____ 2011.

Signed: _____ (Notary)

Printed name: _____

Louisiana Bar Association Number: _____

My Commission expires _____

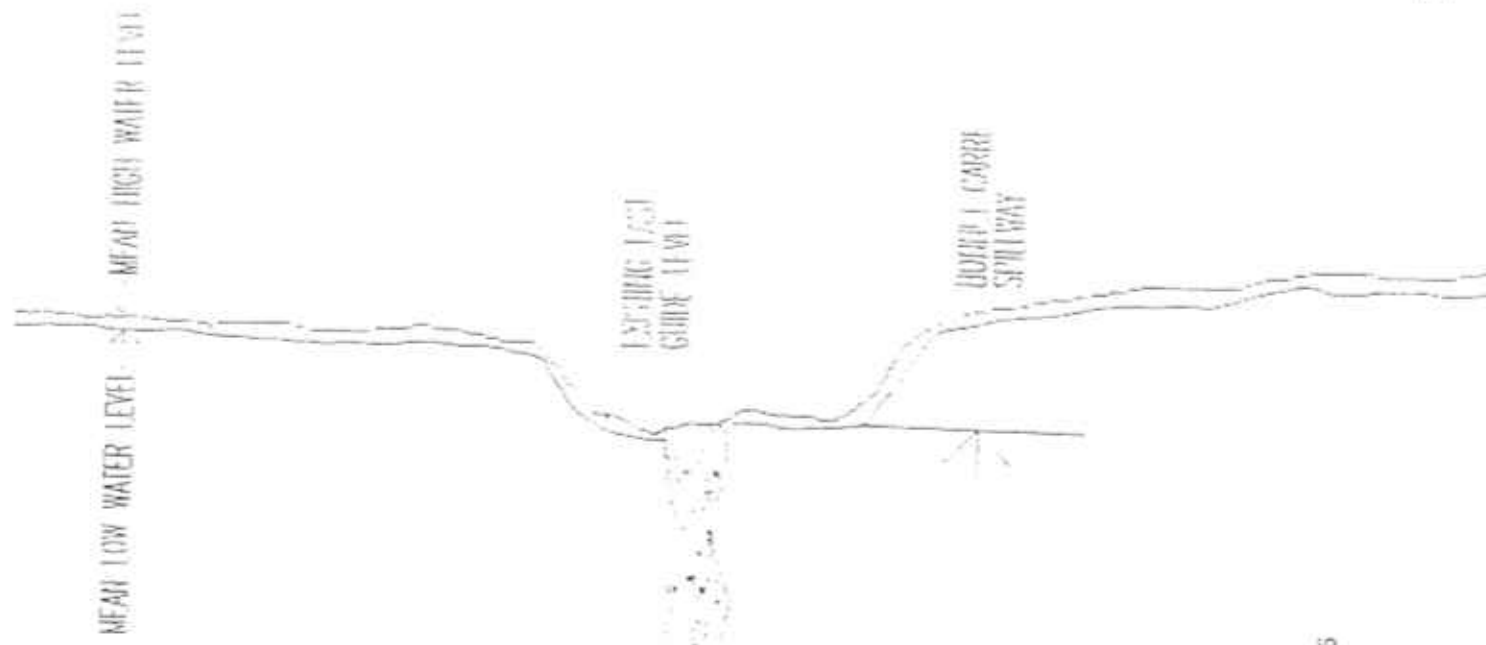


ST. CHARLES PARISH PROPOSED FISHING JETTY

APPROXIMATELY 12,000' AT BASE

AREA NOT SUITABLE FOR NAVIGATION

100' WIDE AT MEAN LOW TIDE
AND 9' JETTY 2.5 FEET



APPROXIMATELY 300 FEET

AREA NOT SUITABLE FOR NAVIGATION

LAKE PONTCHARTRAIN

EASEMENT NO. DACW29-2-10-176
EXHIBIT B
PAGE 2 OF 3

ST. CHARLES PARISH PROPOSED JETTY CROSS SECTION



ENVIRONMENTAL CONDITION OF PROPERTY

Proposed Easement No. DACW29-2-10-176 for St. Charles Parish Council within the Bonnet Carré Spillway Project, St. Charles Parish, Louisiana

INTRODUCTION

The U.S. Army Corps of Engineers (USACE), New Orleans District (MVN) has prepared this Environmental Condition of Property (ECP) to document existing environmental conditions on Government property within the Bonnet Carré Spillway Project, St. Charles Parish, Louisiana.

Proposed Easement No. DACW29-2-10-176 for St. Charles Parish Council is a renewal of Easement No. DACW29-2-00-01, which granted permission to install a fishing jetty within Bonnet Carré Spillway Project. The proposed easement grants permission for an additional 25-year term to use the right-of-way situated on Government-owned land, acquired as Tract No. 134, Section 29, Township 11 South, Range 8 East, in St. Charles Parish.

NEED FOR ACTION; PURPOSE; AND PUBLIC CONCERNS

This ECP report is a comprehensive inventory and evaluation of existing site conditions for the assessment of potential health and ecological risks associated with a proposed real property transaction. The goal of this ECP is not only to prevent damage to publicly owned resources, but also to preserve the health and well being of members of the public that use the surrounding area.

DESCRIPTION OF WORK

Proposed Easement No. DACW29-2-10-176 for St. Charles Parish Council grants permission for an additional 25-year term to use the sight of an existing fishing jetty located within the Bonnet Carré Spillway Project (Figure 1).

EASEMENT NO. DACW29-2-10-176

EXHIBIT C

PAGE 1 OF 11

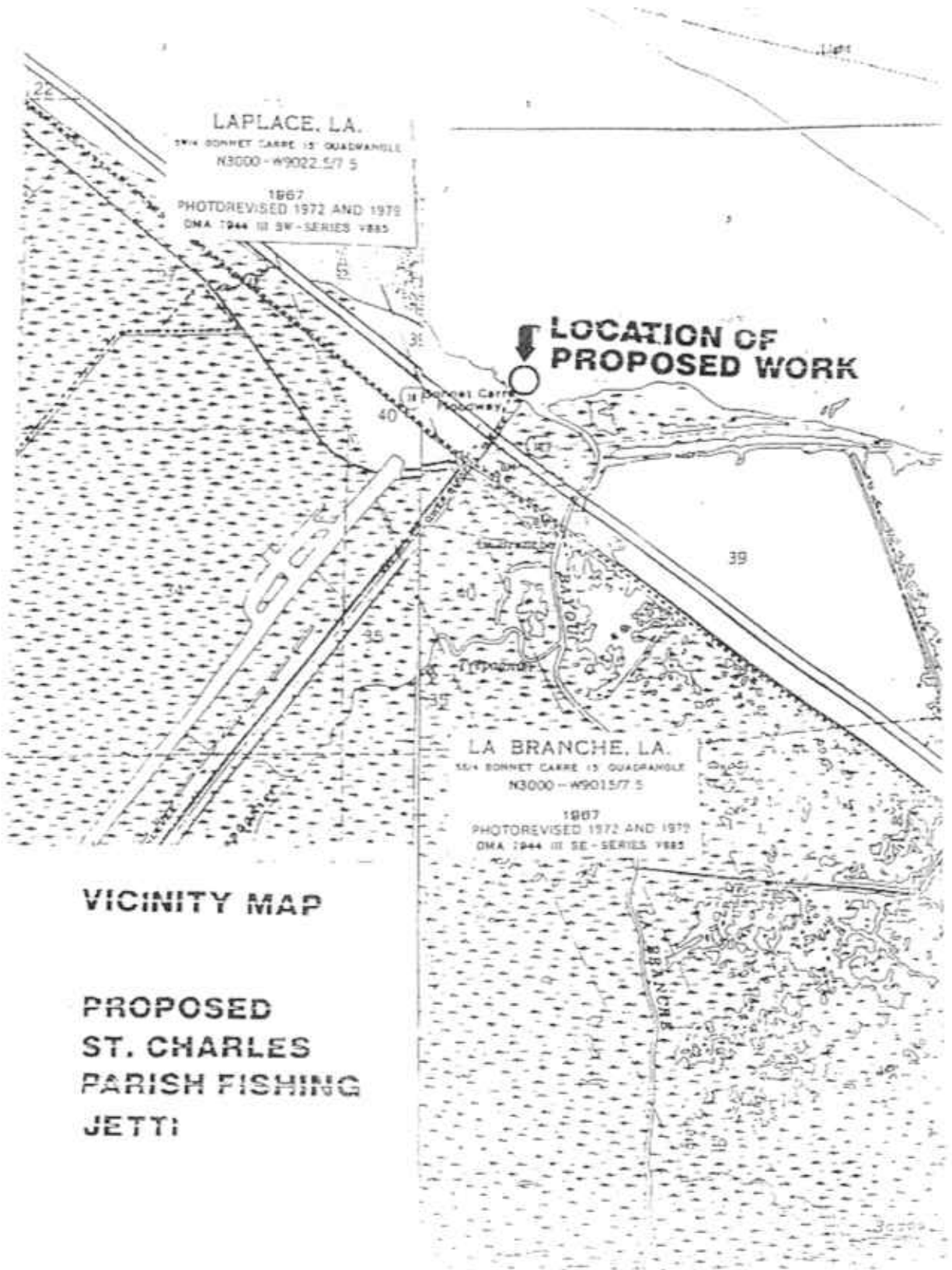


Figure 1. Easement Location within the Bonnet Carré Spillway Project, St. Charles Parish, Louisiana.

ENVIRONMENTAL SETTING

GENERAL SITE DESCRIPTION

The location of the proposed easement is on Government fee-owned lands within the Bonnet Carré Spillway Project.

Soils

The United States Department of Agriculture Natural Resources Conservation Service (2008) classifies various soils outside the Bonnet Carré Spillway along the Lower Guide Levee as Cancienne silty clay loam, frequently flooded; Schriever clay, frequently flooded; and Fausse clay, which are somewhat poorly drained, poorly drained, and very poorly drained, respectively. These three soils occur in natural levees and backswamps, and clayey alluvium is the parent material for Fausse clay. Both Fausse clay and Schriever clay, frequently flooded soils have a very slow infiltration rate (high runoff potential) when thoroughly wet. Cancienne silty clay loam, frequently flooded soil has a very slow rate of water transmission.

Land Use

In addition to providing flood relief for New Orleans and downstream communities along the Mississippi River, the Bonnet Carré Spillway project's nearly 8,000-acre floodway supports diverse natural resources benefiting fish and wildlife, and provides various opportunities for recreation. Each opening of the spillway deposits an average of 9 million cubic yards of sediment from the Mississippi River into the floodway. The most recent opening of the spillway occurred 11 April 2008. The deposits, consisting mostly of silts and sands, are used as fill material for residential and industrial developments. More than 250,000 visitors yearly take advantage of Bonnet Carré Spillway resources. Recreation activities include fishing, crawfishing, hunting, dog training, camping, wildlife viewing, boating, and picnicking. Areas are also designated for mountain biking, retriever dog field trials, model airplane flying competitions, and ATV and motorcycle riding. Additionally, St. Charles Parish maintains designated public recreational areas within the confines of the Spillway, including two boat-launching sites, providing access to the spillway's various waterways and western Lake Pontchartrain. Unscheduled activities do take place within the Spillway, including but not limited to trash dumping, timber harvesting, and additional recreation activities.

Land Use History

Prehistoric human settlements in the vicinity of the Bonnet Carré Spillway are located near Lake Pontchartrain, with the earliest sites dating to the Tchefuncte culture (ca. 500 B.C.-A.D. 100). Many of these prehistoric sites have been deeply buried through post-depositional subsidence and deposition. Such buried sites were discovered in the course of dredging and construction activities. Historic settlement and agriculture were concentrated along the natural levees of the Mississippi River. Plantations were established along the east bank of the river in St. Charles Parish by 1770. Indigo, cotton, and sugar cane were the principal cash crops during the 18th and early 19th centuries, with sugar cane dominating from the late 19th through mid-20th centuries. Agricultural fields were located on the better-drained land near the river and rarely extended more than one-half mile away from the river. Forested swamps were left fallow except for timber extraction. The commercial timber industry flourished throughout St. Charles Parish from the 1890s to 1918, when cypress stands became severely depleted and the timber industry crashed.

Twentieth century industrial and residential development has supplanted agriculture in the areas flanking the spillway. Shortly after 1914, the New Orleans Refining Company (NORCO), an affiliate of Shell Oil, constructed a refinery and storage tank facility just downstream from the future site of the spillway. The residential community that grew up around the refinery took its name, Norco, from the company acronym. Shell Oil Company took over the Norco Facility in 1928 and opened a chemical plant nearby during the 1950s. Oil fields were discovered upstream and downstream from the spillway during both the 1930s and 1940s.

Construction of the Bonnet Carré Spillway was authorized by the Flood Control Act of 1928, in response to the disastrous flooding that occurred in 1927. The present site of the spillway is at the approximate location of the 19th century Bonnet Carré Crevasse; between 1849 and 1882, four major crevasses had occurred at this location. Since the Mississippi River had a natural tendency to break through at this location, it was a suitable place to locate the spillway. Before construction, there were a few farms located within the present floodway. Surveys and preliminary investigations for the Bonnet Carré Spillway Project were initiated in 1928. Construction began in 1929 and was completed in 1931. The guide levees were completed in 1932, and the highway and railroad crossings were completed in 1936.

ENVIRONMENTAL RESOURCES

Resources described in this ECP are those recognized by laws, executive orders, regulations, or other standards of national, state, or local agencies. A field investigation of the resources likely to be affected by the proposed easement was made by CEMVN personnel on 18 November 2010.

VEGETATION

Existing Conditions

The vegetation along the proposed pipeline right-of-way is mostly recent regrowth scrub/shrub.

Impacts

The proposed easement is not likely to result in any adverse effects to vegetation.

WILDLIFE

Existing Conditions

The area provides some habitat for wildlife. Common inhabitants of grassy, weedy areas are soil-dwelling and surface-dwelling invertebrates, such as nematodes, annelids, arthropods, and snails, amphibians (frogs and toads), and reptiles (snakes, lizards, and turtles). Small mammals likely to inhabit uncultivated and ungrazed fields and grassy ditch banks include the swamp rabbit, hispid cotton rat, and marsh rice rat. Some insect species in ditches, such as mosquitoes, may function as vectors for the transmission of diseases and parasites harmful to other organisms, including humans.

Game mammals include gray squirrel, fox squirrel, swamp rabbit, raccoon, otter, mink, nutria, muskrat, opossum, and beaver; non-game species include the nine-banded armadillo and the southern flying squirrel. Many species of wading birds, shore birds, raptors, and songbirds are occasionally seen in the area.

Impacts

The proposed easement would not be expected to cause any significant changes that would adversely affect wildlife.

SURFACE WATER

Existing Conditions

The Mississippi River and Lake Pontchartrain are the most important surface water sources in the vicinity of the proposed easement.

Impacts

The proposed easement would not be expected to adversely impact surface water.

CULTURAL RESOURCES

Existing Conditions

Cultural resources inventories of project lands at Bonnet Carré Spillway took place between 1986 and 2003 (Poplin et al. 1988; Shuman et al. 1990; Orton et al. 2003; Yakubik et al. 1986). Six historic cultural resource sites have been identified within the spillway area, and three additional prehistoric sites have been identified immediately east of the Lower Guide Levee.

Two of the historic sites (16SC50, 16SC51) within the spillway are listed on the National Register of Historic Places as the Kenner and Kugler Cemeteries Archeological District. The district comprises two early nineteenth through early twentieth century African-American burial plots. The spillway itself, which is significant as an engineering landmark and for its historical association with flood control on the Lower Mississippi River, has been determined to be eligible for inclusion in the National Register. Site 16SC52 is the location of the former Roseland Plantation Sugar House. A brick scatter just south of the spillway structure has been designated site 16SC53, and another brick scatter near the Upper Guide Levee is known as site 16SC54.

The three prehistoric cultural resource sites (16SC10, 16SC11, and 16SC12) are located east of the Lower Guide Levee within one mile of the project area. All three sites are shell middens. The reported locations of the Bayou Trepagnier Site (16SC10) and the Bayou Labranche Site (16SC12) were visited during the investigations reported in Poplin et al. 1988, but the sites were not found. The Bayou Labranche Mouth site (16SC11) was visited during the investigations reported in Poplin et al. 1998, and more recently by a USACE archaeologist. This site appears to be eroding into the lake as reported in 1988.

Impacts

None of these cultural resource sites are located within the area of potential effects (APE), and no adverse impacts to cultural resources are expected as a result of this easement.

RECREATIONAL RESOURCES

Existing Conditions

Recreational resources affected by the placement of the pipeline mainly consist of two boat launch areas in the vicinity of the project. The St. Charles Parish boat launch ramp and parking area located between the I-10 spans offers two boat lanes. The parking area and the ramps could be impacted during the placement of the pipeline, depending on the exact alignment. The overflow parking located to the north of the I-10 spans could also be affected depending on the pipeline alignment.

The other boat ramp is located about 1/3 of a mile south of the St. Charles Parish boat launch along the Lower Guide Levee canal near Bayou Trepagnier. Access is via the levee road. This boat launch area is not paved and offers very little parking.

Impacts

Access to the boat launching ramps could be impacted by the placement of the pipeline, depending on the exact alignment. Recreational bank fishing in the lake near the project area could also be impacted during construction of the proposed action.

HAZARDOUS, TOXIC, AND RADIOACTIVE WASTE

Existing Conditions

Personnel from CEMVN (Lahare and Hill) made a site visit to Bonnet Carré Spillway on 18 November 2010. The field investigation did not reveal any evidence of HTRW contamination, such as distressed vegetation, stained soil, sheens on the water, sick or dead animals, discarded chemical containers, or evidence of pesticide use. No sites containing hazardous, toxic, or radioactive waste (HTRW) have been discovered within the immediate area, nor have any incidents of the release, storage, or disposal of hazardous substances been documented. A search of available records in various offices of CEMVN revealed no evidence indicating that hazardous substances had been stored, released, or disposed of on this property.

Impacts

The proposed easement is not likely to result in any HTRW contamination.

POTENTIAL ENVIRONMENTAL CONCERNS

Existing Conditions

The possibility of intentional dumping of hazardous or toxic materials on the project lands cannot be totally discounted, because dumping of household and commercial garbage is a major problem in the area. Illegal dumping of more dangerous wastes in the surrounding area could also be a problem. However, no evidence of dangerous spills or dumping has been discovered. Trash cans associated with the boat ramps maintained by St. Charles Parish are located within the project area.

Impacts

No present environmental impact damage was noted in accessible records. Impacts from the easement are likely to be insignificant.

SITE VISIT

The field investigation did not reveal any evidence of HTRW contamination, such as distressed vegetation, stained soil, sheens on the water, sick or dead animals, discarded chemical containers, or evidence of pesticide use. No sites containing hazardous, toxic, or radioactive waste (HTRW) have been discovered within the immediate area, nor have any incidents of the release, storage, or disposal of hazardous substances been documented. A search of available records in various offices of CEMVN revealed no evidence indicating that hazardous substances had been stored, released, or disposed of on this property.

COMPLIANCE WITH ENVIRONMENTAL LAWS AND REGULATIONS

In the case of a real property transaction, where a categorical exclusion, as defined by Appendix A of AR 200-2 applies, the vehicle for environmental compliance is the Record of Environmental Consideration (REC). The REC provides NEPA compliance and is supported by the preparation of a Report of Availability (ROA) addressing other environmental laws, and by preparation of an EBS/PAS documenting compliance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Land use history of the project area shows that the spillway was constructed from 1929 to 1931. No information was found indicating HTRW concerns.

SUMMARY OF FINDINGS

A review of existing environmental and cultural resources information for the Bonnet Carré Spillway Project in St. Charles Parish, Louisiana, indicates that no long-term adverse impacts to the environment or recreational resources would be expected as a result of this easement. No adverse impacts to cultural resources would be expected. There are no Superfund sites within two miles of the easement site, and the probability of encountering HTRW on this project is low. Minimal or no individual or cumulative environmental effects would occur as a result of the proposed action.

DOCUMENT PREPARATION

This environmental condition of property report was prepared by Mr. Mark Lahare (Environmental Protection Specialist) and Mr. Trent Stockton (Archaeologist) of the US Army Corps of Engineers, Regional Planning and Environmental Division South, New Orleans District, Environmental Branch.

REFERENCES

- Orton, Sara, Benjamin D. Maygarden, and Jill-Karen Yakubik
 2003 *Background Research on the Kenner and Kugler Cemeteries, St. Charles Parish, Louisiana*. Submitted by Earth Search, Inc. to U.S. Army Corps of Engineers, New Orleans District.
- Poplin, Eric C., Paul C. Armstrong, Carol J. Poplin, R. Christopher Goodwin
 1988 *Phase 2 of the Cultural Resources Inventory of the Bonnet Carré Spillway, St. Charles Parish, Louisiana*. Submitted by R. Christopher Goodwin and Associates to U.S. Army Corps of Engineers, New Orleans District.
- Shuman, Malcolm K., Herschel A. Franks, Emory Kemp, Jill-Karen Yakubik
 1990 *Evaluation of the National Register Eligibility of the Bonnet Carré Spillway Structure, St. Charles Parish, Louisiana*. Submitted by Louisiana State University to U.S. Army Corps of Engineers, New Orleans District.
- Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey of St. Charles Parish, Louisiana. Available online at <http://websoilsurvey.nrcs.usda.gov/> accessed 08/14/2008.
- Yakubik, Jill-Karen, Herschel A. Franks, R. Christopher Goodwin, and Carol J. Poplin
 1986 *Cultural Resources Inventory of the Bonnet Carré Spillway, St. Charles Parish, Louisiana*. Submitted by R. Christopher Goodwin and Associates to U.S. Army Corps of Engineers, New Orleans District.

PRELIMINARY ASSESSMENT SCREENING CERTIFICATION OF RECORDS SEARCH

31

- A. ☐ Construction Division E. ☐ Planning Division
- B. ☐ Engineering Division F. ☐ Safety, Security & Occupational Health Office
- C. ☐ Logistics Management Office G. ☐ Other _____
- D. ☐ Operations Division

1. Location:

- a. Project Name: Proposed Easement No. DACW29-2-10-176 for St. Charles Parish Council
- b. Tract No.: Tract No. 134, Section 29, Township 11 South, Range 8 East, St. Charles Parish
- c. Brief Description: Easement renewal for access to fishing jetty

2. Records Search:

- ☐ There are no Division/Office records applicable to this action.
- ☐ A Comprehensive search of all Division/Office records was conducted on _____
The records search included a review of the following documents:

3. Summary of Findings:

- ☐ Based on a review of the records identified above, there is no evidence indicating hazardous substances were stored, released, or disposed of on this property.
- ☐ Based on a review of the records identified above, there is evidence that hazardous substances have been/may been stored, released, or disposed of on this property. A copy of the pertinent record(s) is/are attached.

4. Signature and Approval:

(Person reviewing records) ROBERT BROOKS

(Date) _____

(Person approving records review) WALTER BAILEY

(Date) 11/21/12

PRELIMINARY ASSESSMENT SCREENING
CERTIFICATION OF RECORDS SEARCH

32

A. ☐ Construction Division

E. ☐ Planning Division

B. ☐ Engineering Division

F. ☒ Safety, Security & Occupational Health Office

C. ☐ Logistics Management Office

G. ☐ Other _____

D. ☐ Operations Division

1. Location:

a. Project Name: Proposed Easement No. DACW29-2-10-176 for St. Charles Parish Council

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☒ There are no Division/Office records applicable to this action.

☐ A Comprehensive search of all Division/Office records was conducted on _____
The records search included a review of the following documents:

3. Summary of Findings:

☐ Based on a review of the records identified above, there is no evidence indicating hazardous substances were stored, released, or disposed of on this property.

☐ Based on a review of the records identified above, there is evidence that hazardous substances have been/may been stored, released, or disposed of on this property. A copy of the pertinent record(s) is/are attached.

4. Signature and Approval:

(Person reviewing records)

(Date)

(Person approving records review)

(Date)

STATEMENT OF FINDINGS
FOR RENEWAL OF EASEMENT NO. DACW29-2-00-01
(NEW EASEMENT NO. DACW29-2-10-176)

In accordance with ER 405-1-12, the environmental requirements for any real estate outgrant include compliance with the National Environmental Policy Act (NEPA), other environmental laws not subsumed in NEPA, and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

In the case of a real property transaction, where a categorical exclusion, as defined by Appendix A of AR 200-2 applies, the vehicle for environmental compliance is the Record of Environmental Consideration (REC). The REC provides NEPA compliance and is supported by the preparation of a Report of Availability (ROA) addressing other environmental laws with EBS/PAS documenting complete internal agency records search of the known history of the property with regard to the storage, release or disposal of any hazardous substances in compliance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

A database search was conducted for records of HTRW within and adjacent to the proposed project area, including contaminants, spills, and National Priority List (Superfund) sites. The conclusion of this environmental review is that there are no specific or unusual environmental concerns. There is no evidence indicating hazardous substances were stored, released or disposed of on this property. We have no objections or adverse comments to the proposed outgrant.


Michael L. Swanda, Chief
Natural and Cultural Resources Section

8/9/2011
Date


Richard E. Boe, Chief
Coastal Environmental Compliance Section

8-9-11
Date


Joan M. Exnicios, Chief
Environmental Planning Branch

8-5-11
Date



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS
P.O. BOX 60267
NEW ORLEANS, LOUISIANA 70160-0267

August 29, 2011

Real Estate Division
Management, Disposal, and Control Branch

Mr. Timmy Vial
St. Charles Parish Council
P.O. Box 302
Hahnville, Louisiana 70057

Dear Mr. Vial:

This is in reference to the renewal of Department of the Army Easement No. DACW29-2-00-01, which granted permission to maintain a fishing jetty within our Bonnet Carre Spillway Project, in Section 39, Township 11 South, Range 8 East, St. Charles Parish, Louisiana. Therefore, enclosed are an original and two copies of Department of the Army Easement No. DACW29-2-10-176, which allows for the continued usage of this Government-owned site. A certificate of authority is included as part of each instrument.

This real estate instrument only recognizes that this activity will not interfere with the rights of the U.S. Army Corps of Engineers on these lands. These instruments do not indicate that any other governmental agency approves of this activity and is not intended to support or justify any other obligations of the grantee.

The instrument does not relieve the grantee of the need to obtain Department of the Army Regulatory permits which may be required by Section 10 of the Rivers and Harbors Act of 1899, for activities on navigable waters, or by Section 404 of the Federal Water Pollution Control Act of 1972, for work in wetlands. If you have any questions concerning the need for either Section 10 or Section 404 permits, please contact our Regulatory Branch, Operations Division, at (504) 862-2255.

We request that the original and one copy of the easement and certificate of authority be signed and dated by a duly-authorized representative of St. Charles Parish Council, and return the documents to this office in the enclosed self-addressed envelope. Please note that the easement and certificate of authority require execution by a notary public. The remaining copy may be retained for your records. When the signed agreement is received, the instruments will be signed on behalf of the Government, and a fully executed copy will be returned to you.

-2-

If you have any questions concerning this easement agreement, please contact Sheila B. Mills of our Management, Disposal, and Control Branch at (504) 862-1531. Your continued cooperation regarding this matter will be greatly appreciated.

Sincerely,


Linda C. LaBure
Chief, Real Estate Division

Enclosures

2011-0296

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a contract with Cycle Construction Company, LLC for Project P081102-3 – Dunleith Canal Stabilization Phase 2 in the amount of \$1,418,440.00.

WHEREAS, sealed bids were received by St. Charles Parish on August 25, 2011 for Project P081102-3 – Dunleith Canal Stabilization Phase 2; and,

WHEREAS, Evans-Graves Engineers, Inc., the Engineer for the Project, has reviewed the bids and recommend that the Contract be awarded to the low bidder, Cycle Construction Company, LLC for Project P081102-3 Dunleith Canal Stabilization Phase 2 in the amount of \$1,418,440.00 to include the base bid plus Alternate No. 1; and,

WHEREAS, this project will install vinyl sheet piling to stabilize the Canal Bank on the resident's side of the Dunleith Canal starting at Destrehan Pump Station II and extending north a distance of 1,140 feet.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Cycle Construction Company, LLC, for the construction of Project P081102-3 Dunleith Canal Stabilization Phase 2, be hereby accepted, in the amount of \$1,418,440.00.

SECTION II. That the Parish President is hereby authorized to execute the attached contract documents.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2011 to become effective five (5) days after publication in the Official Journal.

Dunleith Canal Stabilization - Phase 2

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the _____ day of _____ in the year 20__ by and between the Parish of St. Charles, called the OWNER, and Cycle Construction Company, LLC hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises of the construction of

ARTICLE 2. ENGINEER

The Project has been designed by Evans-Graves Engineers, Inc. who is hereinafter called ENGINEER and who will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 150 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$500.00 for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the

CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: (\$ 1,418,440.00) One Million Four Hundred Eighteen Thousand Four Hundred Forty Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.

- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.

- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is

clear of any liens or privileges, and said certificate shall be presented to the OWNER for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Numbers _____ to _____ inclusive)

- 7.6 Contract documents bearing the general title "Dunleith Canal Stabilization – Phase 2" dated July, 2011.
- 7.7 Drawings, consisting of a cover sheet dated July, 2011 and the sheets listed on Drawing__1 – Title Sheet; each sheet bearing the following general title:
- "Dunleith Canal Stabilization – Phase 2, St. Charles Parish, LA".
- 7.8 General Conditions
- 7.9 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER: Parish of St. Charles

By _____

Title _____

Attest _____

CONTRACTOR:

By _____

Title _____

Attest _____


Jonathan N. Kernion

President


Betty Odinet

END OF SECTION



PROJECT TITLE: Dunleith Canal Bank Stabilization - Phase II

PROJECT NO: P081102-3



EVANS-GRAVES
ENGINEERS, INC.

DATE & TIME: August 25, 2011 at 10:00 a.m.

ENGINEER'S ESTIMATE \$1.4 Million

lowest unit price
highest unit price
Lowest bidder w/ Base & Alt 1

ITEM	DESCRIPTION	QTY	UNIT	Cycle Construction Co., LLC		Creek Services		Gilmore & Son Const. Corp.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$335,000.00	\$335,000.00	\$84,608.97	\$84,608.97	\$50,000.00	\$50,000.00
2	Clearing and Grubbing	1	LS	\$10,000.00	\$10,000.00	\$37,373.59	\$37,373.59	\$50,000.00	\$50,000.00
3	Removal of Existing Metal Bulkhead and Light Pole	1	LS	\$3,000.00	\$3,000.00	\$564.77	\$564.77	\$15,000.00	\$15,000.00
4	Removal of Existing Timber Bulkhead	1	LS	\$1,500.00	\$1,500.00	\$564.77	\$564.77	\$10,000.00	\$10,000.00
5	Embankment	1,076	CY	\$43.00	\$46,268.00	\$29.17	\$31,386.92	\$25.00	\$26,900.00
6	Vinyl Sheet Piling	40,800	SF	\$18.20	\$742,560.00	\$24.75	\$1,009,800.00	\$22.00	\$897,600.00
7	Temp. Sheet Pile Wall End Section	1	LS	\$11,000.00	\$11,000.00	\$4,328.35	\$4,328.35	\$15,000.00	\$15,000.00
8	Aluminum Sheet Pile Wall Cap	1,020	LF	\$62.00	\$63,240.00	\$61.96	\$63,199.20	\$50.00	\$51,000.00
9	Work Platform	1	LS	\$500.00	\$500.00	\$7,018.84	\$7,018.84	\$50,000.00	\$50,000.00
10	4" PVC Pipe Penetration Through Sheet Pile Wall	2	EA	\$1,000.00	\$2,000.00	\$1,540.59	\$3,081.18	\$1,800.00	\$3,600.00
11	6" PVC Pipe Penetration Through Sheet Pile Wall	2	EA	\$1,050.00	\$2,100.00	\$1,578.44	\$3,156.88	\$1,800.00	\$3,600.00
12	24" PVC Pipe Penetration Through Sheet Pile Wall	1	EA	\$2,225.00	\$2,225.00	\$2,799.53	\$2,799.53	\$4,000.00	\$4,000.00
13	30" PVC Pipe Penetration Through Sheet Pile Wall	1	EA	\$2,675.00	\$2,675.00	\$2,720.18	\$2,720.18	\$5,000.00	\$5,000.00
14	36" PVC Pipe Penetration Through Sheet Pile Wall	1	EA	\$3,350.00	\$3,350.00	\$3,828.66	\$3,828.66	\$6,000.00	\$6,000.00
15	Sheet Pile Modifications for Underground Obstructions	12	EA	\$1,600.00	\$19,200.00	\$992.95	\$11,915.40	\$4,000.00	\$48,000.00
16	Modifications to Destrehan II Bridge	1	LS	\$9,000.00	\$9,000.00	\$2,722.27	\$2,722.27	\$15,000.00	\$15,000.00
17	Solid Sod	454	SY	\$12.00	\$5,448.00	\$11.82	\$5,366.28	\$7.00	\$3,178.00
18	Hydroseed	1,530	SY	\$1.00	\$1,530.00	\$1.57	\$2,402.10	\$3.00	\$4,590.00
19	Construction Layout	1	LS	\$19,000.00	\$19,000.00	\$8,400.00	\$8,400.00	\$10,000.00	\$10,000.00
20	Removal of Existing Fence	132	LF	\$6.00	\$792.00	\$8.51	\$1,123.32	\$20.00	\$2,640.00
21	Relocation of Infrastructure Items	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00



PROJECT TITLE: Dunleith Canal Bank Stabilization - Phase II



EVANS-GRAVES
ENGINEERS, INC.

PROJECT NO: P081102-3

DATE & TIME: August 25, 2011 at 10:00 a.m.

ENGINEER'S ESTIMATE \$1.4 Million

lowest unit price
highest unit price

Lowest bidder w/ Base & Alt 1

ITEM	DESCRIPTION	QTY	UNIT	Cycle Construction Co., LLC		Creek Services		Gilmore & Son Const. Corp.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT

ALTERNATES A1

1	Additional Clearing and Grubbing	1	LS	\$2,000.00	\$2,000.00	\$11,334.52	\$11,334.52	\$25,000.00	\$25,000.00
2	Additional Embankment	168	CY	\$43.00	\$7,224.00	\$29.17	\$4,900.56	\$25.00	\$4,200.00
3	Additional Vinyl Sheet Piling	4,800	SF	\$18.20	\$87,360.00	\$24.75	\$118,800.00	\$22.00	\$105,600.00
4	Additional Aluminum Sheet Pile Wall Cap	120	LF	\$62.00	\$7,440.00	\$61.96	\$7,435.20	\$50.00	\$6,000.00
5	Sheet Pile Modification for Underground Obstructions	2	EA	\$1,600.00	\$3,200.00	\$535.15	\$1,070.30	\$4,000.00	\$8,000.00
6	Additional Solid Sod	54	SY	\$12.00	\$648.00	\$11.82	\$638.28	\$7.00	\$378.00
7	Additional Hydroseed	180	SY	\$1.00	\$180.00	\$1.57	\$282.60	\$3.00	\$540.00

ALTERNATES A2

1	Additional Clearing and Grubbing	1	LS	\$2,000.00	\$2,000.00	\$11,334.52	\$11,334.52	\$25,000.00	\$25,000.00
2	Additional Embankment	188	CY	\$43.00	\$8,084.00	\$29.17	\$5,483.96	\$25.00	\$4,700.00
3	Additional Vinyl Sheet Piling	4,800	SF	\$18.20	\$87,360.00	\$24.75	\$118,800.00	\$22.00	\$105,600.00
4	Additional Aluminum Sheet Pile Wall Cap	120	LF	\$62.00	\$7,440.00	\$61.96	\$7,435.20	\$50.00	\$6,000.00
5	4" PVC Pipe Penetration Through Sheet Pile Wall	1	EA	\$1,000.00	\$1,000.00	\$1,082.79	\$1,082.79	\$1,800.00	\$1,800.00
6	30" PVC Pipe Penetration Through Sheet Pile Wall	1	EA	\$2,675.00	\$2,675.00	\$2,262.38	\$2,262.38	\$5,000.00	\$5,000.00
7	Sheet Pile Modification for Underground Obstructions	2	EA	\$1,600.00	\$3,200.00	\$535.15	\$1,070.30	\$4,000.00	\$8,000.00
8	Additional Solid Sod	54	SY	\$12.00	\$648.00	\$11.82	\$638.28	\$7.00	\$378.00
9	Additional Hydroseed	180	SY	\$1.00	\$180.00	\$1.57	\$282.60	\$3.00	\$540.00



PROJECT TITLE: Dunleith Canal Bank Stabilization - Phase II



PROJECT NO: P081102-3

DATE & TIME: August 25, 2011 at 10:00 a.m.

ENGINEER'S ESTIMATE \$1.4 Million

lowest unit price
highest unit price
Lowest bidder w/ Base & Alt 1

ITEM	DESCRIPTION	QTY	UNIT	Cycle Construction Co., LLC		Creek Services		Gilmore & Son Const. Corp.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Additional Clearing and Grubbing	1	LS	\$2,000.00	\$2,000.00	\$4,614.61	\$4,614.61	\$25,000.00	\$25,000.00
2	Additional Embankment	105	CY	\$43.00	\$4,515.00	\$29.17	\$3,062.85	\$25.00	\$2,625.00
3	Additional Vinyl Sheet Piling	2,400	SF	\$18.20	\$43,680.00	\$24.75	\$59,400.00	\$22.00	\$52,800.00
4	Additional Aluminum Sheet Pile Wall Cap	60	LF	\$62.00	\$3,720.00	\$61.96	\$3,717.60	\$50.00	\$3,000.00
5	Sheet Pile Modification for Underground Obstructions	1	EA	\$1,600.00	\$1,600.00	\$535.15	\$535.15	\$4,000.00	\$4,000.00
6	Additional Solid Sod	27	SY	\$12.00	\$324.00	\$11.82	\$319.14	\$7.00	\$189.00
7	Additional Hydroseed	90	SY	\$1.00	\$90.00	\$1.57	\$141.30	\$3.00	\$270.00

ALTERNATES A3

TOTAL BASE BID	\$1,310,388.00	*	\$1,316,361.21	\$1,301,108.00
BASE + ALTERNATE 1	\$1,418,440.00	*	\$1,460,822.67	\$1,450,826.00
BASE + ALTERNATE 1+2	\$1,531,027.00	*	\$1,609,212.70	\$1,607,844.00
BASE + ALTERNATE 1+2+3	\$1,586,956.00	*	\$1,681,003.35	\$1,695,728.00

*Corrected round-off errors



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

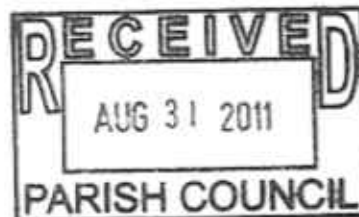
(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250

Website: www.stcharlesparish-la.gov

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

SAM SCHOLLE
DIRECTOR

August 30, 2011



TO: Mrs. Barbara Jacob-Tucker
Council Secretary

FROM: Sam C. Scholle *scs.*
Director of Public Works/Wastewater

SUBJECT: **Dunleith Canal Bank Stabilization Phase II**
St. Charles Parish Project No. P08112-3

Please introduce an Ordinance for the above referenced subject at the next Council Meeting, which is Monday, September 6, 2011. Thank you for your usual cooperation.

SCS:jgl

Attachments

St. Charles Parish Council Chairman
P. O. Box 302
Hahnville, LA 70057
(985) 783-5000

Today's Date: August 29, 2011



Dear Chairman:

Please place my name to address the Council on:

DATE: Tuesday, September 19th

SPECIFIC TOPIC: Raw sewerage in Back yard from

(*see specific guidelines on reverse and refer to Parish Charter-- Article VII., Sec. I.)

unknown source; running over into my drainage canals

DOCUMENTS, IF ANY: YES / NO pictures (will bring to meeting)

NAME: Joseph Beal

MAILING ADDRESS: 327 Eisenhower Street
St. Rose, LA 70087

PHONE: 504-460-3278

SIGNATURE: Called in over the phone because of disability with his hands (cannot write)

Dear Constituent:

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

- The Home Rule Charter provides for citizens to address the Council. It makes no provision for initiating debate, discussion, or question and answer sessions with Councilmembers or Administration Officials. Your right is also guaranteed to examine public documents as you prepare your presentation. Should you have any questions for Councilmembers and/or Department Heads as you prepare, please forward such inquiries to the Council Office to insure a timely response. Should you wish to speak to any Official or Department personally, a complete list of contact information will be furnished at your request.
- Please be brief and limit your comments to the specific subject matter on which you have requested to address the Council.
- Please forward supporting documents to the Council Secretary for distribution to the Parish Council before your scheduled appearance in order for the Council to prepare themselves, if necessary.
- Upon completion of your allotted time to address the Council, please respect the time given to Councilmembers to respond to your comments by not interrupting or interjecting remarks.
- **Slandorous remarks and comments will not be tolerated.** If slanderous remarks or comments are made, your opportunity to address the Council will end, regardless of the remaining time left to address the Council.
- Repetitious comments and subject matter will be strictly limited.

A confirmation letter will follow when your name is placed on the agenda.

Sincerely,

Dennis Nuss

DENNIS NUSS
COUNCIL CHAIRMAN

(OVER)

2011-0305

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(CHIEF ADMINISTRATIVE OFFICER)**

RESOLUTION NO. _____

A resolution authorizing the State Mineral Board to advertise for bids and execute oil, gas and mineral lease on certain tracts of land on behalf of St. Charles Parish.

WHEREAS, Merlin Oil & Gas, Inc., c/o Staci O. Pitre, 310 Lafayette Street, Houma, LA 70360 has filed an application with St. Charles Parish for an Oil, Gas and Mineral Lease covering the following described land situated in St. Charles Parish, Louisiana to-wit: Those certain portions of ground, situated in the Parish of St. Charles, State of Louisiana, Sections 11 and 14, T12S-R8E in that part thereof known as Cloverleaf Subdivision, as per plan by Murphy Engineering, Inc., based on survey of J. J. Krebs and Sons, Inc., dated September 21, 1972, a copy of which is on file in COB 138, folio 628, #43633 in the Office of the Clerk of Court, St. Charles Parish, Louisiana, being more particularly described as follows: Lots 10, 11, 12 Square 2; Lots 8, 9, 10, 11, 12, Square 8; Lot 23 Square 2; Lots 18 and 19 Square 3; Lot 10 Square 11 and Lot 20 Square 11, said lots containing 2.697 acres, more or less; and,

WHEREAS, it is the desire of St. Charles Parish to authorize and direct the Mineral Board of the State of Louisiana to handle the leasing of the above described tracts on its behalf.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, pursuant to the provisions of Section 153, et seq. of Title 30 of the Revised Statutes of Louisiana, as amended, do hereby authorize and direct the Office of Mineral Resources, State Mineral Board of Louisiana to advertise for bids, and execute an oil, gas and mineral lease of the above described tracts on behalf of St. Charles Parish and to do and perform all other acts and things as may be necessary or proper for the execution of such lease.

BE IT FURTHER RESOLVED, that the Parish President is hereby authorized to execute any and all documents necessary to complete said transaction on behalf of St. Charles Parish.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

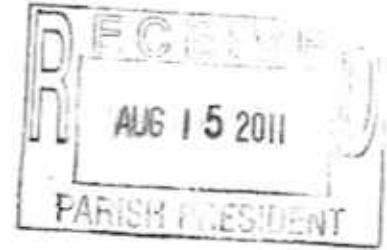
310 Lafayette Street
Houma, LA 70360
(985)873-7332

4906 Ambassador Caffery Pkwy.
Building H, Suite 800
Lafayette, LA 70508
(337)989-7200

MERLIN OIL & GAS, INC.

August 11, 2011

Mr. V. J. St. Pierre, Jr.
Parish President, St. Charles Parish, LA
P. O. Box 302
Hahnville, LA 70057



RE: Oil, Gas and Mineral Lease- Parish owned property
Section 11, T12S-R8E, Cloverleaf Subdivision

Dear Mr. St. Pierre:

I am writing to you today to express our interest in acquiring an Oil, Gas and Mineral Lease regarding property owned by the Parish. I have enclosed a plat showing the property in question for your review and an Exhibit containing the description of same.

We appreciate your time and consideration of our exploration endeavors. If you have any questions, or require anything further, I can be reached at 985-873-7332.

Sincerely,

Staci O. Pitre

/cc

.....

EXHIBIT A

Those certain portions of ground, situated in the Parish of St. Charles, State of Louisiana, Section 11 and 14, T12S-R8E in that part thereof known as Cloverleaf Subdivision, as per plan by Murphy Engineering Inc., based on survey of J. J. Krebs and Sons, Inc., dated September 21, 1972, a copy of which is on file in COB 138, folio 628 #43633 in the office of Clerk of Court, St. Charles Parish, Louisiana, being more particularly described as follows: Lots 10, 11, 12 Square 2; Lots 8, 9, 10, 11, 12 Square 8; Lot 23 Square 2; Lots 18 and 19 Square 3; Lot 10 Square 11 and Lot 20 Square 11, said lots containing 2.697 acres, more or less.

2011-0306

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(GRANTS OFFICE)**

RESOLUTION NO. _____

A resolution to ratify the changes to the original Agreement between the State of Louisiana Department of Transportation and Development (DOTD) and St. Charles Parish (Resolution No. 5838) for funding of the St. Charles Parish Beautification and Parish Boundary Signage project, State Project No. H.009115, Federal Aid Project No. H009115.

WHEREAS, it is the desire of the St. Charles Parish Council and Administration to install gateway signage at the St. Charles Parish limits at 5 locations - two on US 90 at the Jefferson and Lafourche Parish lines, one on US 61 at the Jefferson Parish line and one at each end of the Luling Bridge near the I-310 exit junctions with LA 18 in Luling and LA 48 in Destrehan; and,

WHEREAS, the cost of this project will be a joint participation between St. Charles Parish and the Federal Highway Administration (FHWA), with St. Charles Parish contributing the 20% match of the participating construction cost and the FHWA contributing, through DOTD, the remaining 80%; and,

WHEREAS, the Parish Council adopted Resolution No. 5838 on August 8, 2011, approving and authorizing the execution of the original Agreement for said project; and,

WHEREAS, the State has made changes to Articles IV and XVII in the original Agreement to provide funding for said project and it is the desire of the Parish Council to ratify said changes.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby ratify the changes to the Agreement between the State of Louisiana Department of Transportation and Development and St. Charles Parish for funding of the St. Charles Parish Beautification and Parish Boundary Signage project, State Project No. H.009115, Federal Aid Project No. H009115.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2011-0253

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(GRANTS OFFICE)RESOLUTION NO. 5838

A resolution to approve and authorize the execution of an Agreement between the State of Louisiana Department of Transportation and Development (DOTD) and St. Charles Parish for funding of the St. Charles Parish Beautification and Parish Boundary Signage project, State Project No. H.009115, Federal Aid Project No. H009115.

WHEREAS, it is the desire of the St. Charles Parish Council and Administration to install gateway signage at the St. Charles Parish limits at 5 locations - two on US 90 at the Jefferson and Lafourche Parish lines, one on US 61 at the Jefferson Parish line and one at each end of the Luling Bridge near the I-310 exit junctions with LA 18 in Luling and LA 48 in Destrehan; and,

WHEREAS, the cost of this project will be a joint participation between St. Charles Parish and the Federal Highway Administration (FHWA), with St. Charles Parish contributing the 20% match of the participating construction cost and the FHWA contributing, through DOTD, the remaining 80%; and,

WHEREAS, the State has prepared an Agreement to provide funding for said project and it is the desire of the Parish Council to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of an Agreement between the State of Louisiana Department of Transportation and Development and St. Charles Parish for funding of the St. Charles Parish Beautification and Parish Boundary Signage project, State Project No. H.009115, Federal Aid Project No. H009115.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO,
HOGAN, COCHRAN, NUSS

NAYS: NONE

ABSENT: LAMBERT

And the resolution was declared adopted this 8th day of August, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
 SECRETARY: [Signature]
 CLVD/PARISH PRESIDENT: August 9, 2011
 APPROVED: [Signature] DISAPPROVED:
 PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: August 9, 2011
 AT: 3:00pm RECD BY: [Signature]

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

AGREEMENT
STATE PROJECT NO. H.009115
FEDERAL AID PROJECT NO. H009115
BEAUTIFICATION AND PARISH BOUNDARY SIGNAGE
ST. CHARLES PARISH

THIS AGREEMENT, is made and executed in three original copies on this _____ day of _____, 2011, by and between the Louisiana Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD", and St. Charles Parish, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity;" and

WITNESSETH: That;

WHEREAS, under the provisions of Title 23, United States Code, "Highways", as amended, funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD; and

WHEREAS, the Entity has requested an appropriation of funds to finance a portion of the project as described herein; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

ARTICLE I: PROJECT DESCRIPTION

The improvement that is to be undertaken under this Project is to install gateway signage at the St. Charles Parish limits at five locations. Two on US 90 at the Jefferson and Lafourche Parish Lines, one on US 61 at the Jefferson Parish line and one at either end of the Luling Bridge on I-310 in St. Charles Parish, Louisiana. The purpose of this project is to provide information and beautification along state roadways entering the Parish. These five signs will enhance and beautify the roadway while instilling a "sense of place" for the benefit of through motorists and local residents. The project will install decorative signs at high traffic entrances to the Parish (hereinafter, the "Project").

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this project as follows:

State Project No. H.009115 and Federal Aid Project No. H009115.

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S.P. No. H.009115
Beautification and Parish Boundary Signage
St. Charles Parish
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ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished at the Entity's expense or at DOTD expense, as the case may be, the cost of this project will be a joint participation between Entity and the Federal Highway Administration ("FHWA"), with Entity contributing the 20% match of the participating construction cost using STP>200K and the FHWA contributing, through DOTD, the remaining 80% at the time of authorization. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for Federal-Aid participation if it so desires, and at its own cost. Funds will be disbursed as provided in **Article XII**.

For services eligible for reimbursement, no Notice to Proceed shall be issued and no compensable costs may be incurred prior to a formal notification from DOTD that FHWA authorization has been received. Any costs incurred prior to such authorization will not be compensable.

In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, FHWA requires repayment of Federal funds. The Entity shall be responsible for providing the funds for the repayment.

ARTICLE III: CONCEPTUAL PLANS AND ENVIRONMENTAL DECISION

This project has been reviewed and the finding is that this project meets the requirements for actions classified as "Categorical Exclusions."

ARTICLE IV: PRE-CONSTRUCTION ENGINEERING

The Entity shall perform all pre-construction engineering services necessary for the preparation of complete plans, specifications and estimates with assistance and review from DOTD for the proposed improvements as covered herein.

ARTICLE V: BIDS/CONSTRUCTION

DOTD shall prepare bid proposals, advertise for and receive bids for the work, and award and enter into a contract with the lowest responsible bidder.

DOTD shall construct this Project in accordance with its requirements and shall provide technical administration and inspection services during construction in accordance with its

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normal procedures.

ARTICLE VI: RIGHT-OF-WAY ACQUISITION AND RELOCATION

If right-of-way is required for this project, the Entity shall acquire all real property and property rights required for this Project in accordance with all applicable State and Federal Laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; LADOTD's Right-of-Way Manual; LADOTD's LPA Right of Way Manual; LADOTD's Guide to Title Abstracting and any additional written instructions as given by the LADOTD Right of Way Section.

Entity shall sign and submit the LPA Assurance Letter to the LADOTD Right-of-Way Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the LADOTD Right-of-Way Section for guidance.

All right-of-way acquisition files and Relocation Assistance files shall be certified by the LADOTD Right-of-Way Section and may be subject to review/audit by the LADOTD Right-of-Way Section and/or FHWA.

The Entity ensures that the project will be constructed within the existing right-of-way or within the right-of-way acquired by the Entity for the project, as shown on the construction plans. The Entity will send to the Project Manager a letter certifying the project can be built within the existing right-of-way. If right-of-way was acquired for construction, the letter should state that the right-of-way was acquired according to all state and federal guidelines as mentioned above. All liability and any costs incurred due to insufficient right-of-way is the responsibility of the Entity.

ARTICLE VII: UTILITY RELOCATION

Utilities are a compensable item. The Entity is responsible for obtaining all of the agreements and for the design of the new system, if required. The District DOTD Utility Representative will determine the eligibility of the relocated system for reimbursement with federal funds and will review the utility agreements to ensure they have been accurately completed. The design of the new system is not eligible for federal funds; the cost of the design or any ineligible items is borne by the Entity or its representative.

No Notice to Proceed shall be issued and no compensable costs for utility relocation may be incurred prior to a formal notification from DOTD and FHWA that authorization has been received. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable.

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ARTICLE VIII: CONSTRUCTION ADMINISTRATION AND INSPECTION

DOTD will conduct the construction administration and inspection or advertise and select a consultant via the STP>200K funds with local match from the Entity. The selected consultant shall enter into a contract (prepared by DOTD) with the Entity to provide construction administration and inspection during the project construction. No sub-consultants shall be added without prior approval of the Consultant Contract Services Unit. The Entity will provide a full time employee to provide direct supervision and have charge of the project at all times.

DOTD will assign a project engineer from its District 02 Office at Bridge City to serve as a construction coordinator for DOTD during project construction. The construction coordinator will make intermittent trips to the construction site to insure that the construction contractor is following established construction procedures and that applicable Federal and State requirements are being enforced. The construction coordinator will advise the Project Engineer of any discrepancies noted and, if necessary, will direct that appropriate remedial action be taken. Failure to comply with such directives will result in the withholding of funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply.

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspections personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the Construction Contract Administration Manual, latest edition, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. These documents will be made available to the consultant through the Entity.
4. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. This manual will be made available to the consultant through the Entity.

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5. All materials to be tested shall be sampled in accordance with DOTD's Sampling Manual. All material testing other than the test normally run by project personnel on the job site shall be tested by DOTD's District or Central Laboratory.

6. In the event that a private laboratory is used for material testing, the Entity will be responsible for all cost associated with the material testing and the selected laboratory must meet the AASHTO Material Reference Laboratory (AMRL) requirements.

7. All private laboratory personnel utilized by the Entity and/or the Entity's consultant must meet all the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as project engineer.

ARTICLE IX: SUBCONTRACTING

Any subcontracting performed under this project either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of the Entity and DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of, the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

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St. Charles Parish
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Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE X: DBE REQUIREMENTS

It is the policy of the Federal Highway Administration that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

The Entity or its contractor agrees to ensure that Disadvantaged Businesses (DBE) as defined in 49 CFR 26 have maximum opportunity to participate in performance of contracts and subcontracts financed in whole or in part with Federal funds. The Entity or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The Entity or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD or other such remedy as DOTD deems appropriate.

The Entity or its contractor shall utilize the services of banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

The above requirements shall be physically included in all subcontracts entered into by the Entity or its Contractor.

ARTICLE XI: INCIDENTAL COSTS

Incidental Project costs, if any, incurred by the Entity shall be its responsibility. Incidental Project costs, if any, incurred by DOTD will be absorbed by DOTD.

ARTICLE XII: COST DISBURSEMENTS

The DOTD will disburse the Entity monthly the correct FHWA ratio of the costs of pre-construction engineering services, right-of-way acquisitions, utility adjustments and the costs of construction in effect at the time of authorization. The Entity shall render invoices monthly for disbursement, which invoices shall be submitted with an executed DOTD Cost Disbursement

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 Page 7 of 10

Certification by the proper designated official of Entity. Upon receipt of each disbursement requested, Entity is required to tender payment for the invoiced cost and within sixty (60) days from receipt of payment from DOTD, Entity will provide proof of said payment. All such charges shall be subject to verification, adjustment and/or settlement by the DOTD's Audit Officer.

When the final costs of engineering services, right-of-way acquisitions, utility adjustments, construction and construction engineering have been determined, adjustments will be made (except as noted above for construction engineering charges) so that the amount of participation in these items will not exceed the percentages outlined in Article II. Before final payment is recommended by DOTD, all documentation of pay quantities shall conform to DOTD policies and procedures. The Entity acknowledges, however, that the FHWA will not participate in the cost of those items not constructed in accordance with the approved plans and specifications and in this event the Entity will be obligated to assume full financial responsibility. The Entity shall also submit all final billings for all phases of work within one year after the completion of final acceptance of the project. Failure to submit these billings within the specified one year period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity.

The Entity shall reimburse the DOTD any and all amounts which may be cited by the FHWA or DOTD due to the Entity's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse the DOTD any and all cited amounts within a thirty (30) day period after notification, all future payment request from the Entity will be held until the cited amount is exceeded at which time only the amount over and above the cited amount(s) will be released for payment. Additionally, no new Urban System project will be approved until such time as the cited amount is reimbursed to the DOTD.

The participation by the DOTD and the FHWA in the project shall in no way be construed to make the DOTD or the FHWA a party to the contract between the Entity and its contractor.

ARTICLE XIII: COST RECORDS

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this Project and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, the FHWA, or any authorized representative of the Federal

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Beautification and Parish Boundary Signage
St. Charles Parish
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Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XIV: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made, however this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans is not eligible for reimbursement by DOTD or the FHWA.
3. By DOTD due to the withdrawal or reduction of State or Federal funding for the Project.

ARTICLE XV: CIVIL RIGHTS

The Entity agrees that the project will be developed in full, in accordance with the principles and intents contained in DOTD's latest Title VI Plan (Phase I) and that the same or closely related procedures providing for involvement of the Entity designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

Further, the Entity agrees that its own employment policies and practices will afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Entity, as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.

ARTICLE XVI: PUBLIC LIABILITY

The Entity shall indemnify, save harmless, and defend DOTD against any and all claims, demands, suits and judgments for sums of money allegedly due to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Entity, its agents, servants or employees while engaged upon or in connection with the services required or performed by the Entity or resulting from the ownership, possession or control of the improvement during its life.

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ARTICLE XVII: FINAL INSPECTION AND MAINTENANCE

Upon completion and Final Acceptance of the project, copy of which Acceptance shall be furnished by DOTD to the Entity, the Entity shall assume the maintenance of the improvement at its expense and in a manner satisfactory to DOTD and/or the FHWA. The Final Acceptance will be recorded by DOTD. Before making the final inspection, the Entity and DOTD's District Administrator shall be notified so that they may have representatives present for such inspection.

Title to any acquired project right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE XVIII: CONTRACTUAL OBLIGATIONS OF THE STATE

The provisions of this Agreement are in no way and to no extent intended to nor shall they be construed in any manner which will impair the contractual obligations of the State, DOTD, or the Entity, in violation of Louisiana Constitution, Article 1, § 23.

ARTICLE XIX HOUSE BILL 1 COMPLIANCE

Entity shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.

Entity understands and agrees that no funds will be transferred to Entity prior to receipt and approval by DOTD of the submissions required by House Bill 1.

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 Beautification and Parish Boundary Signage
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IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Charles Culbreth
Holly Foxseca

STATE OF LOUISIANA
 ST. CHARLES PARISH

BY: Mark

V.J. St. Pierre, Jr.

Typed or Printed Name

Parish President

Title

72-6001208

Taxpayer Identification Number

079448924

DUNS Number

WITNESSES:

STATE OF LOUISIANA
 THROUGH THE DEPARTMENT OF
 TRANSPORTATION AND
 DEVELOPMENT

BY: _____
 Secretary

RECOMMENDED FOR APPROVAL:

BY: _____
 Division Head

2011-0307

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
SHELLEY M. TASTET, COUNCILMAN, DISTRICT II
(GRANTS OFFICE)

RESOLUTION NO. _____

A resolution requesting that the Willowridge Pump Station be considered for eligibility as a flood control/drainage project under the provisions of Act 351 of the 1982 Regular Session of the Louisiana Legislature.

WHEREAS, Act 351 of the 1982 Regular Session of the Louisiana Legislature created a Statewide Flood Control Program composed of area projects to be planned and implemented, the primary goal being the mitigation of existing flood damages(LRS 38:90.1– 92); and,

WHEREAS, the St. Charles Parish Council is desirous of participating in the program as a local or sponsoring authority for a proposed flood control/drainage project, the Willowridge Pump Station, and is duly authorized by law to do so; and,

WHEREAS, flooding and drainage problems in immediate need of resolution exist in the proposed project area; and,

WHEREAS, on April 21, 2008, the St. Charles Parish Council approved Resolution 5544 authorizing the preparation and submission of a pre-application to the Statewide Flood Control Program for the West Bank Hurricane Protection Levee, including said project; and,

WHEREAS, by way of a letter dated June 3, 2008, Harold J. Daigle, P.E., Statewide Flood Control Program Manager, Department of Transportation and Development, advised that the pre-application had been reviewed, the project found to be within the preview of the program, and that the Parish could proceed with the development of a full application; and,

WHEREAS, the St. Charles Parish Council desires to submit a full application for partial state matching funds to initiate said project as provided in Act 351 and agrees to fulfill the following obligations as required by Act 351:

- (1) To furnish all lands, easements, rights-of-way, and spoil disposal areas necessary to construct and maintain said project without cost to the state;
- (2) To assume all maintenance and operation costs for the project and all future alterations as may be required without cost to the state;
- (3) To accomplish all necessary utility and other facility relocations, alterations, and maintenance without cost to the state;
- (4) To provide a 15 percent local match for the cost of the project; and,
- (5) To assume any other obligations deemed appropriate as part of this agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request that the Willowridge Pump Station be considered for eligibility as a flood control/drainage project under the provisions of the Statewide Flood Control Program, Act 351 of the 1982 Regular Session of the Louisiana Legislature.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2011-0272

RESOLUTION NO. _____

A resolution to appoint a member to the
Industrial Development Board.

WHEREAS, There exists a vacancy on the INDUSTRIAL DEVELOPMENT BOARD due to the expiration of the term of Mr. Timothy J. Vial on October 1, 2011; and,

WHEREAS, It is the desire of the Parish Council to fill this vacancy; and,

NOW, THEREFORE, BE IT RESOLVED, that _____

is hereby appointed to the INDUSTRIAL DEVELOPMENT BOARD; and,

BE IT FURTHER RESOLVED that said appointment shall be effective OCTOBER 1, 2011 and shall expire OCTOBER 1, 2017.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

APPOINTING VIAL

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2011-0273

RESOLUTION NO. _____

A resolution to appoint a member to the
Industrial Development Board.

WHEREAS, There exists a vacancy on the **INDUSTRIAL DEVELOPMENT BOARD** due to the expiration of the term of Ms. Lorrie Toups on October 1, 2011; and,

WHEREAS, It is the desire of the Parish Council to fill this vacancy; and,

NOW, THEREFORE, BE IT RESOLVED, that _____

is hereby appointed to the **INDUSTRIAL DEVELOPMENT BOARD**; and,

BE IT FURTHER RESOLVED that said appointment shall be effective **OCTOBER 1, 2011** and shall expire **OCTOBER 1, 2017**.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

APPOINTING TOUPE

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

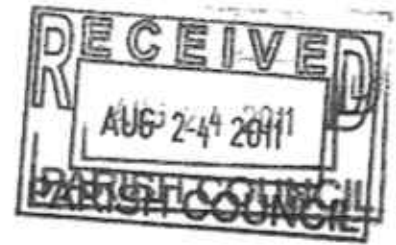
PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2011-0301

1952 Ormond Blvd. E248
Destrehan, La 70047
August 22, 2011



St. Charles Parish
Office of the Parish President
Office of the Council
P. O. Box 302
Hahnville, La 70057

Re: St. Charles Parish Communications District (911)

Dear Mr. V.J. St. Pierre, Parish President and Parish Council:

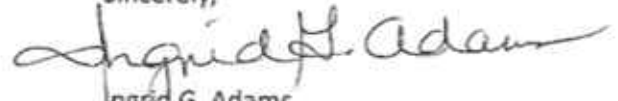
It is with deep regret that I am tendering my resignation effective immediately from my appointed position as Board member of the St. Charles Parish Communications District. This decision was made as a direct result because I was also selected as a Board member to the St. Charles Parish Library Board of Control and therefore could not hold a position on both boards.

I have enjoyed serving as a Board member of the St. Charles Parish Communications District. I'd like to thank all of my fellow Board members and District employees for all of their help.

If you have any further questions regarding this matter, please feel free to contact me.

Thanking you in advance for your cooperation.

Sincerely,


Ingrid G. Adams

2011-0302

RESOLUTION NO. _____

A resolution to appoint a member to the St. Charles
Parish Communications District representing the
St. Charles Parish President's Office.

WHEREAS, There exists a vacancy on the ST. CHARLES PARISH
COMMUNICATIONS DISTRICT; due to the resignation of Ms. Ingrid G. Adams on
August 22, 2011; and,

WHEREAS, It is the desire of the Parish Council to fill this vacancy; and,
NOW, THEREFORE, BE IT RESOLVED, that _____

be appointed to fill unexpired term on the ST. CHARLES PARISH COMMUNICATIONS
DISTRICT; and,

BE IT FURTHER RESOLVED that said appointment shall be effective
IMMEDIATELY and shall expire AUGUST 19, 2014.

The foregoing resolution having been submitted to a vote, the vote thereon was
as follows:

And the resolution was declared adopted this _____ day of _____, 2011,
to become effective five (5) days after publication in the Official Journal.

APPOINT 211 (Parish President).doc

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____



V.J. ST. PIERRE, JR.
PARISH PRESIDENT

ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057

(985) 783-5000 • Fax: (985) 783-5005

Website: <http://www.st-charles.la.us> • E-mail: vj@stcharlesgov.net

September 8, 2011



Councilman Dennis Nuss
Chairman
St. Charles Parish Council
Post Office Box 302
Hahnville, LA 70057

RE: St. Charles Parish Communications District
Board of Commissioners

Dear Chairman Nuss,

In accordance with Section 2-8 (b) (3) of the St. Charles Parish Code, I am pleased to submit Mrs. Yvonne B. Gaspard, 303 River Point Drive, Destrehan, LA 70047 for appointment as the Parish President's representative on the St. Charles Parish Communications District Board of Commissioners. Mrs. Gaspard is being appointed to fill the unexpired term of Ms. Ingrid G. Adams with her term of office to begin on September 19, 2011 and expire on August 19, 2014. She can be reached at 985-764-8954.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "V.J. St. Pierre, Jr.".

V. J. St. Pierre, Jr.
Parish President

cc Major Sam Zinna, Chairman
Mrs. Yvonne B. Gaspard